

X. SWBT ONLY
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS

Issue:	AT&T Reason why language should be included or excluded	SWBT Reason why language should be included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
	There is no justification for a new Section 17.4 at this time. As this Commission is aware, the FCC is in the process of formulating rules which will apply to the local exchange carrier selection process. SWBT's proposal is premature because it is not consistent with current rules and could well be inconsistent with the rules that are ultimately established.				AT&T shall make authorization available to SWBT upon request and at no charge. 17.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service ("slamming") on behalf of the other Party or a third party. If SWBT, on behalf of AT&T, agrees to investigate an alleged incidence of slamming, SWBT shall charge AT&T a \$50 investigation fee.		
8a. OS/DA Facilities SWBT's Provision of Directory Assistance and Operator Services Is a one year minimum term reasonable when AT&T uses SWBT's OS and DA platform?	No. SWBT's language is anti-competitive because it requires AT&T to commit to using SWBT as the "sole provider" of OS and DA for any set term and under any other circumstances. SWBT has already failed to implement customized routing as contractually required, and yet SWBT seeks to have AT&T commit to SWBT's OS/DA for AT&T uses SWBT's OS/DA. SWBT's language simply provides a further advantage from its own delay in implementation of customized routing. The essential issue is whether SWBT may disregard its obligations under the Act and refuse to provide DA and OS services to AT&T. In a facilities based environment, when customized routing is available. First, SWBT's proposed language implies that SWBT would only provide DA and OS services to AT&T where customized routing is not technically feasible. Under SWBT's language, if it becomes feasible, AT&T would be forced to convert to customized routing.	Yes. SWBT is proposing a one-year agreement which is necessary for it to accurately forecast the size of its work force to ensure it meets standards established by the Commission and customer needs. SWBT should have the flexibility to plan to ensure it has enough trained operators and/or not too many operators to handle anticipated call volumes and to ensure it meets the standards established by the Commission and customer needs. In addition, SWBT's language states that "the Parties will mutually agree upon the term of the provision of services by end office." Thus, both parties have the flexibility they need under SWBT's language to provide for services at different places for different periods of time. SWBT's language provides that "[i]f AT&T terminates this Agreement prior to the agreed-upon term of this Agreement,	Attachment 22: DA-Facilities, Section 6.4 Attachment 23: OS-Facilities, Section 6.4 Attachment 6: UNE Section 7.2.7.4 Attachment 6: UNE Section 7.3.7.4	AT&T requests that SWBT's proposed language amendments to the existing approved Texas Interconnection Agreement be stricken in its entirety.	Attachment 22: DA-Facilities 6.4 When AT&T desires to customize route Directory Assistance and such routing capability is not currently technically available, AT&T agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing is available. In this event, such services will be provided until the Parties mutually agree on a conversion date for the customized routing of such calls. Where customized routing is available in an end office, and AT&T chooses not to customize route the DA calls, AT&T agrees that SWBT will be the sole provider of DA for one year from the effective date listed in this Attachment. Attachment 23: OS-Facilities 6.4 [] (As to any end office where SWBT		

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	SWBT's proposed language would have anti-competitive effects on AT&T and is inconsistent with the Act. SWBT is attempting to price customized routing so high that to utilize it as proposed would be extremely detrimental to AT&T. SWBT's language appears to be another way to leverage AT&T into a position that may be very harmful to AT&T. From a broader perspective, this language appears to reflect SWBT's position that the Act's provisions in this respect do not apply to SWBT if it is dealing with AT&T in a facilities-based environment. The Act requires SWBT to carry out defined duties including the duty to provide nondiscriminatory access to operator services and directory assistance services. See §251(b)(3).	AT&T will pay SWBT, within thirty (30) days of the issuance of a final bill by SWBT, all amounts due for actual service provided under this attachment, plus estimated monthly charges for the remainder of the term. This language is consistent with the language in SWBT's form contracts and in various tariff provisions. It is not unreasonable for a party to expect another to commit to a certain term with respect to the provisioning of services. Without a termination liability provision, there is no means to enforce that commitment and to make appropriate business plans based upon such commitment. For these reasons, SWBT's language is reasonable and should be adopted in full.			furnishes the Operator Services provided by this Attachment, AT&T agrees that SWBT will be the sole provider of local and IntraLATA toll Operator Services provided to AT&T in such end offices for the period of time mutually agreed to by the Parties. When AT&T desires to customize route Operator Services and such routing capability is not currently technically available, AT&T agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing is available. In this event, such services will be provided until the Parties mutually agree on a conversion date for the customized routing of such calls. Where customized routing is available, AT&T agrees that SWBT will be the sole provider of OS for one year from the effective date listed in this Attachment. 6.UNE 7.2.7.4 When AT&T desires to customize route Operator Services and such routing capability is not currently technically available, AT&T agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing is available. In this event, such services will be provided until the Parties mutually agree on a conversion date for the customized routing of such calls. Where customized routing is		

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8b. Terms of the Attachment Is a one year minimum term reasonable when AT&T uses SWBT's OS and DA platform?	No. There is no justification to amend the current agreement. Under SWBT's proposed language, SWBT would first establish a term which differs from that which is otherwise provided for in the Interconnection Agreement. SWBT would then be able to terminate its obligations to provide DA and OS services on 120 days notice following the end of that term. AT&T also would be required to pay early termination	See 6a.	Attachment 22: DA-Facilities, Section 10.0 - 10.3 Attachment 23: OS-Facilities, Section 10.0 - 10.3	AT&T requests that SWBT's proposed language amendments to the existing approved Texas Interconnection Agreement be stricken in its entirety.	SWBT Language available in an end office, and AT&T chooses not to customize route the OS calls, AT&T agrees that SWBT will be the sole provider of OS for one year from the effective date listed in this Attachment. 7.3.7.4 When AT&T desires to customize route Directory Assistance and such routing capability is not currently technically available, AT&T agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing is available. In this event, such services will be provided until the Parties mutually agree on a conversion date for the customized routing of such calls. Where customized routing is available in an end office, and AT&T chooses not to customize route the DA calls, AT&T agrees that SWBT will be the sole provider of DA for one year from the effective date listed in this Attachment. Attachment 22: DA-Facilities 10.0 Term of Attachment 10.1 This Attachment will continue in force for a period of ____ year(s) from the effective date of this Agreement and thereafter until terminated by one hundred-twenty (120) days notice in writing from either Party to the other. The Parties will mutually agree upon		

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	penalties to SWBT. While AT&T may wish to request SWBT to provide DA and OS services at different places and for different periods of time, SWBT's overall obligations to provide DA and OS services should be governed by the general term of the agreement. Otherwise, SWBT may insist upon a shorter period of time than AT&T desires, and if no agreement is reached on the term, may refuse to provide the service at all, which is inconsistent with its responsibilities under the Act. See §251(b)(3).				the term of the provision of services by end office. 10.2 If AT&T terminates this Attachment prior to the agreed-upon term of this Attachment, AT&T will pay SWBT, within thirty (30) days of the issuance of a final bill by SWBT, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by SWBT pursuant to this Attachment prior to its termination. 10.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Section 7.0. <u>Attachment 23: OS-Facilities</u> <u>10.9 Term of Attachment</u> 10.1 This Attachment will continue in force for a period of ____ year(s) from the effective date of this Agreement and thereafter until terminated by one hundred-twenty (120) days notice in writing from either Party to the other. The Parties will mutually agree upon the term of the provision of services by end office. 10.2 If AT&T terminates this Attachment prior to the agreed-upon term of this Attachment, AT&T will pay		

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9. Responsibility for Environmental Contamination Should language in the Agreement imply that AT&T may be responsible to SWBT for the presence or Release of Environmental Hazards, at an affected Work Location that was introduced by a third party?	No. There is no justification to amend the existing agreement. SWBT's proposed language changes the intent of the agreed-to language in Section 39.1. The current agreement includes Sections 39.1 and 39.2 which contain minor images first sentence statements to the effect that a party is not liable to the other party for costs associated with the presence or release of environmental hazards that the party did not introduce to, or knowingly use, at the Work Location. This language was reviewed and approved by the Commission. SWBT would substitute first sentence language which essentially omits the "knowingly use" aspect. Its absence, in the context of other provisions in these sections, implies that AT&T might be liable to SWBT for the presence or Release of an environmental hazard that	Yes. SWBT's proposed language relieves AT&T from liability to SWBT for any costs from liability to SWBT for any costs resulting from the presence or release of any Environmental Hazard which SWBT has introduced to the affected Work Location as the Commission ruled. Commission Arbitration Order at page 9. However, AT&T wants more than this. AT&T's proposed language in Paragraph 39.1 would relieve AT&T from any liability to SWBT in all cases where the Environmental Hazard was either introduced at the Work Location by a third party or not knowingly used by AT&T. SWBT is opposed to inclusion of this language because it does not comport with applicable environmental laws or with the Commission's Arbitration Order of March 10, 1997. In this Docket, which states that "neither party shall be relieved of environmental responsibilities	Terms & Conditions Sections 40.1, 40.2	AT&T requests that SWBT's proposed language amendments to the existing approved Texas Interconnection Agreement be stricken in its entirety. 40.1 AT&T will in no event be liable to SWBT for any costs whatsoever resulting from the presence or Release of any Environmental Hazard that AT&T did not introduce to, or knowingly use, at the affected Work Location. SWBT will indemnify, defend (at AT&T's request) and hold harmless AT&T, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that SWBT, its contractors or agents introduce to the Work locations or (ii) the presence or Release of any Environmental Hazard for which SWBT is	SWBT, within thirty (30) days of the issuance of a final bill by SWBT, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by SWBT pursuant to this Attachment prior to its termination. 10.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Section 7.0.		
				40.1. 40.2 SWBT's proposed language relieves AT&T from liability to SWBT for any costs resulting from the presence or release of any Environmental Hazard which SWBT has introduced to the affected Work Location. THE FOLLOWING IS OPTIONAL FOR TEXAS DEPENDING ON WHETHER THERE IS A SIMILAR ARBITRATION RULING -- as the Commission ruled. Commission Arbitration Order at page 9. However, AT&T wants more than this. AT&T's proposed language in Paragraph 40.1 would relieve AT&T from any liability to SWBT in all cases where the Environmental Hazard was either introduced at the Work Location by a third party or not knowingly used by			

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	AT&T did not introduce, if AT&T or its agents cause or contribute to a release. SWBT's language should be rejected. The party who controls access to its premises is in the best position to know what hazards may exist. If an environmental hazard was introduced to a Work Location by some third party and the Work Location then was purchased by SWBT, under SWBT's language SWBT might argue that AT&T is responsible to SWBT if AT&T or its agents unknowingly released the hazard. In contrast, the current language in the Agreement is focused upon a party's actual introduction or knowing use of a hazard. In the bottom portions of these sections, SWBT would also add language allowing it to avoid entirely any indemnification responsibilities if AT&T caused, or contributed to any loss claim in the slightest degree, which would ignore SWBT's own conduct. SWBT's proposed language should be excluded.	Reason why language should be included or excluded: Under SWBT's proposed language, AT&T merely retains the responsibilities it otherwise has as an operator of a facility or releaser of pollutants under these environmental laws. Likewise, SWBT's proposed language makes clear that SWBT is not required to indemnify AT&T where the activities of AT&T or its agents caused or contributed to the loss for which indemnity is sought. There should be no indemnity in such a case. Paragraph 39.2 which governs AT&T's indemnity obligations to SWBT concerning the presence of Environmental Hazards at an affected Work Location, or the release of Environmental Hazards therefrom, mirrors Paragraph 39.1 and the parties' obligations and liabilities thus are reciprocal. (See Paragraph 39.2, SWBT's proposed language.)		responsible under applicable law. 40.2 SWBT will in no event be liable to AT&T for any costs whatsoever, resulting from the presence or Release of any Environmental Hazard that SWBT did not introduce to, or knowingly use, at the affected Work Location. AT&T will indemnify, defend (at SWBT's request) and hold harmless SWBT, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from 1) any Environmental Hazard that AT&T, its contractors or agents introduce to the Work Locations or 2) the presence or Release of any Environmental Hazard for which AT&T is responsible under applicable law.	AT&T. SWBT is opposed to inclusion of this language because it does not comport with applicable environmental laws (THE FOLLOWING IS OPTIONAL FOR TEXAS DEPENDING ON WHETHER THERE IS A SIMILAR ARBITRATION RULING -- or with the Commission's Arbitration Order of March 10, 1997. In this Decree, which states that "neither party shall be relieved of environmental responsibilities and liabilities." (Order, page 9)). Under SWBT's proposed language, AT&T merely retains the responsibilities it otherwise has as an operator of a facility or releaser of pollutants under these environmental laws. Likewise, SWBT's proposed language makes clear that SWBT is not required to indemnify AT&T where the activities of AT&T or its agents caused or contributed to the loss for which indemnity is sought. There should be no indemnity in such a case. Paragraph 40.2 which governs AT&T's indemnity obligations to SWBT concerning the presence of Environmental Hazards at an affected Work Location, or the release of Environmental Hazards therefrom, mirrors Paragraph 40.1 and the parties' obligations and liabilities thus are reciprocal. (See Paragraph 40.2, SWBT's proposed language.) (THE FOLLOWING WAS ALSO INCLUDED IN THE TEXAS SECOND ARBIT COMMENTS BUT NOT IN THE KANSAS COMMENTS) Federal environmental law provides that a party is jointly and severally liable with the		

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					owner, for the release of an Environmental Hazard if it is an "operator" of the property on which the release has occurred. See e.g., The Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Sec. 9601 et seq. Operators of facilities, as well as owners, are subject to notice and disclosure requirements concerning the facility's use and release of reportable quantities of hazardous substances. See The Emergency Planning and Community Right to Know Act ("EPCRA"), 42 U.S.C. Sec. 11001 et seq. AT&T, in using SWBT's central offices, manholes, and conduits, and having its equipment in these facilities, is probably an "operator" subject to the duties and liabilities imposed by these laws. These duties and liabilities exist even though another party may have introduced the hazardous substances into the facility. Moreover, a party discharging pollutants from a point source into the navigable waters of the United States (which are defined by statute to include about any body of water in the country) without a permit is liable regardless of who introduced the pollutant onto the property from which it was discharged, and regardless of who owns the property. The Clean Water Act, 33 U.S.C. Sec. 1311 et seq. Under this statute, if AT&T in the course of its operations discharged pollutants from a SWBT manhole into navigable waters AT&T would be liable and it wouldn't matter who introduced the pollutants into the manhole, who owned the manhole, or whether AT&T knowingly		

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10. Other Limitation of Liability and Indemnification Provisions AT&T Statement of Issue: Should SWBT be allowed to avoid any responsibility for AT&T end user claims caused by SWBT's negligence, as well as other third party claims, and related issues? SWBT Statement of Issues: (1) Should indemnification	No. SWBT should not be allowed to amend the Agreement to avoid liability as already provided in the Agreement. In response to SWBT's proposal to amend numerous sections of the Agreement regarding this issue, AT&T proposes language to explicitly state that the terms of indemnification/liability are reflected in the General Terms and Conditions (previously approved by the P.U.C.) AT&T's bolded and underlined language should be included only in the event the Commission determines that further clarification is needed. <u>Preliminary Note:</u> In addition to SWBT's attempts to include	SWBT opposes AT&T's proposed language (Paragraph 6.1). For purposes of clarity and convenience, liability and indemnification provisions should be, insofar as possible, clearly set out in the specific appendix or attachment governing a specific service or facility. Because the price of DA service offered by AT&T does not cover the additional cost associated with the risk of claims by AT&T, AT&T end-users or third parties in case of errors, SWBT prudently seeks to limit its liability to AT&T to an amount not exceeding the charge for DA during the relevant time period. For this reason, SWBT also asks for indemnification from AT&T against claims by AT&T's end-	SWBT	Appendix DA-Resale Sections 6.1-6.3; Appendix OS-Resale Sections 14.1-14.3; Attachment 15: 911, Section 7.1; Attachment 18: Mutual Exchange of Directory Listing Information, Sections 7.1-7.2; Attachment 19: WP-Other, Sections 7.1-7.2; Attachment 22: DA-Facilities Based, Sections 9.1-9.3; Attachment 23: OS-	AT&T requests that SWBT's proposed language be stricken in its entirety in each section listed herein. However, in the event that the Commission desires to clarify that the current indemnification provisions apply to all of the listed Attachments/Sections, AT&T proposes the following language: <u>Indemnification and limitation of liability provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement.</u> <u>Appendix DA-Resale</u> 6.1 SWBT will not be liable to AT&T	used the pollutants. Paragraph 39.1 (and Paragraph 39.2) should correspond to these laws. SWBT should not protect AT&T from the consequences of AT&T's violation of environmental laws, nor should AT&T protect SWBT from the consequences of SWBT's violation of these laws. It is enough that SWBT absolves AT&T from liability to SWBT for costs resulting from the presence or release of any Environmental Hazard which SWBT has introduced to the affected Work Location and SWBT is similarly absolved by AT&T in Paragraph 39.2 where AT&T has introduced the Environmental Hazard. SWBT's proposed language in Paragraphs 39.1 and 39.2 should be adopted and AT&T's proposed language rejected.		

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and limitation of liability provisions affecting DA be included in this Appendix? (2) May SWBT limit its liability to AT&T for losses due to errors in DA provided to AT&T to an amount not to exceed the charge for the DA during the relevant time period? (3) May SWBT require AT&T to indemnify SWBT against third party claims arising from AT&T's end user's use of DA? (4) May SWBT require AT&T to indemnify SWBT against invasion of privacy claims relating to the provision of DA to AT&T?	language in the Terms and Conditions which would impose on AT&T all responsibility for SWBT's own negligence in performing under this Agreement, especially as to claims by AT&T's end users, SWBT has proposed additional language, which would have similar effects, in eight other separate appendices or attachments to the Agreement. In each case, AT&T's proposed language, consisting of a single sentence which states that such matters are governed by the Terms and Conditions, is identical or nearly so. However, SWBT employs several variations of its proposed language among these eight attachments/appendices. To facilitate the Commission's review, AT&T has analyzed each and finds that the language employed for four attachments/appendices is virtually identical, and that the language for three others is also virtually identical. In discussing the issue, AT&T will display the language of only one attachment or appendix involving each of the three variations. The explanation provided below is applicable to all SWBT language. In all of the referenced attachments or appendices. Discussion: The current contract contains a limitation of liability and indemnification provisions in the General Terms and Conditions. AT&T believes that these provisions apply to all portions of the Interconnection Agreement. Accordingly, no change needs to be made to the	users or third parties and claims based on invasion of privacy or confidentiality. AT&T is in the best position to manage its indemnification exposure by limiting SWBT's liability to AT&T end-users and third parties in AT&T's tariffs or contracts with its customers. Liability and indemnification provisions should be set out in the specific attachment governing a specific service. Because the price of recording offered AT&T does not cover the additional cost associated with the risk of claims by AT&T, AT&T end users or third parties in case of errors, SWBT seeks indemnification from AT&T against such claims. AT&T is in the best position to manage its indemnification exposure by limiting SWBT's liability in AT&T's tariffs or contracts with its customers. This language was not arbitrated and not agreed to in the prior arbitration and is appropriately addressed here for these unique services with indemnity provisions tailored and conforming to traditional indemnity provisions for these services.	Facilities Based, Sections 9.1-9.3 Attachment 6: UNE, Sections 7.2.8.1, 7.2.8.2, 7.2.8.3, 7.3.8.1, 7.3.8.2, 7.3.8.3, 9.5.3.7, 9.5.3.8, 9.5.3.9, 9.5.3.10 Attachment 24: Recording-Facilities Based, Sections 6.1-6.2 APPENDIX OS: RESALE - Paragraphs 14.1 - 14.4 (Indemnification and limitation of liability) The description of issues and discussion under the heading APPENDIX DA-RESALE - Paragraphs 6.1 - 6.4 is basically applicable to the resale of operator services. Paragraph 14.1 should not be included and SWBT's proposed language (Paragraphs 14.2 - 14.4) should be adopted. ATTACHMENT 15: 911 (Indemnification and limitation of liability) The discussion under the heading APPENDIX DA-	6.1 Indemnification and limitation of liability provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement.	for any losses or damages arising out of errors, interruptions, defects, failures, delays, or malfunctions of DA, including any and all associated equipment and data processing systems unless said losses or damages result from SWBT's gross negligence or willful or wanton or intentional misconduct. Any losses or damages or which SWBT is held liable under this Appendix to AT&T will in no event exceed the amount of the charges made for DA during the period beginning at the time notice of the error, interruption, defect, failure, or malfunction is received by SWBT to the time Service is recorded or the error, interruption, defect, failure, or malfunction is corrected, unless said losses or damages result from SWBT's gross negligence or willful or wanton or intentional misconduct. 6.2 AT&T agrees to defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability including attorneys fees that SWBT may incur as a result of claims, or demands, wrongful death actions, or other suits brought by any party that arise out of AT&T's end user customers' use of DA, unless said losses or damages result from SWBT's gross negligence or willful or wanton or intentional misconduct. In defending all such claims, AT&T will assert its contractual or tariff limitation of liability, if any, for the benefit of both SWBT and AT&T.		

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	AT&T Reason why language should be included or excluded current contract. This dispute arises because SWBT seeks to eliminate any responsibility on SWBT's part for its own negligence in providing the services under this Agreement. SWBT would place all of those risks on AT&T. This is not only commercially unreasonable, but unfair and contrary to the Act's requirements that the services be provided to AT&T in a nondiscriminatory fashion. Both parties have otherwise agreed that their limitation of liability provisions in connection with customer claims will be asserted for the benefit of the other party. It is unreasonable and, in AT&T's view, unlawful to require AT&T to be responsible for SWBT's negligence. All of the SWBT provisions in question should be excluded from the Agreement, and AT&T's language should be included.	SWBT Reason why language should be included or excluded RESALE - Paragraphs 6.1 - 6.4 is basically applicable here. Paragraph 7.1 (AT&T's proposed language) should not be included and SWBT's proposed language (Paragraph 7.1) should be adopted. ATTACHMENT 22: DA-FACILITIES BASED - Paragraphs 9.1 - 9.3 (indemnification and limitation of liability) The discussion under the heading DA-RESALE - Paragraphs 6.1 - 6.4 is applicable here. AT&T's proposed Paragraph 9.1 should not be included and SWBT's proposed Paragraphs 9.1 - 9.3 should be adopted. ATTACHMENT 23: OS-FACILITIES BASED - Paragraphs 9.1 - 9.3 (indemnification and limitation of liability) The discussion under the heading DA-RESALE - Paragraphs 6.1 - 6.4 is applicable here.	Attachment and Sections: RESALE - Paragraphs 6.1 - 6.4 is basically applicable here. Paragraph 7.1 (AT&T's proposed language) should not be included and SWBT's proposed language (Paragraph 7.1) should be adopted. ATTACHMENT 22: DA-FACILITIES BASED - Paragraphs 9.1 - 9.3 (indemnification and limitation of liability) The discussion under the heading DA-RESALE - Paragraphs 6.1 - 6.4 is applicable here. AT&T's proposed Paragraph 9.1 should not be included and SWBT's proposed Paragraphs 9.1 - 9.3 should be adopted. ATTACHMENT 23: OS-FACILITIES BASED - Paragraphs 9.1 - 9.3 (indemnification and limitation of liability) The discussion under the heading DA-RESALE - Paragraphs 6.1 - 6.4 is applicable here.	AT&T Language 14.1 Indemnification and limitation of liability provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement. Language proposed only if Commission desires to amend existing Agreement)	SWBT Language 6.3 AT&T agrees to release, defend, indemnify, and hold harmless SWBT from any claim, defend or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SWBT employees and equipment associated with provision of DA. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used in connection with DA, unless such claims or demands result from SWBT's gross negligence or willful or wanton or intentional misconduct. Appendix OS-Resale 14.1 SWBT will not be liable to AT&T for any losses or damages arising out of errors, interruptions, defects, failures, delays, or malfunctions of OS, including any and all associated equipment and data processing systems unless said losses or damages result from SWBT's gross negligence or willful or wanton or intentional misconduct. Any losses or damages for which SWBT is held liable under this Appendix to AT&T will in no event exceed the amount of the charges made for OS during the period beginning at the time notice of the error, interruption, defect, failure, or		

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X. SWBT ONLY
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS

Issue:	AT&T Reason why language should be included or excluded	SWBT Reason why language should be included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted:	SWBT's Language Accepted
			proposed Paragraph 9.1 should not be included and SWBT's proposed Paragraphs 9.1 - 9.3 should be included. ATTACHMENT 6: UNBUNDLED NETWORK ELEMENTS - Paragraphs 7.2.8 - 7.2.8.3 (indemnification and limitation of liability) The discussion under the heading APPENDIX DA-RESALE - Paragraphs 8.1-8.4 is basically applicable here. Paragraph 7.2.8 (AT&T's proposed language) should not be included and SWBT's proposed language (Paragraphs 7.2.8.1 - 7.2.8.3) should be adopted. ATTACHMENT 6: UNBUNDLED NETWORK ELEMENTS - Paragraphs 9.5.3.7-9.5.3.10 (indemnification and limitation of liability) The discussion under the heading APPENDIX DA-RESALE - Paragraphs		malfunction is received by SWBT to the time service is recorded or the error, interruption, defect, failure, or malfunction is corrected, unless said losses or damages result from SWBT's gross negligence or willful or wanton or intentional misconduct. 14.2 AT&T agrees to defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability including attorneys fees that SWBT may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of AT&T's and user customers' use of OS, unless said losses or damages result from SWBT's gross negligence or willful or wanton or intentional misconduct. In defending all such claims, AT&T will assert its contractual or tort liability of liability, if any, for the benefit of both SWBT and AT&T. 14.3 AT&T agrees to release, defend, indemnify, and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SWBT employees and equipment associated with provision of OS. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used in connection with OS, unless such claims or		

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CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS

Issue:	AT&T Reason why language should be included or excluded	SWBT Reason why language should be included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
			6.1 - 6.4 is applicable here - Paragraph 9.5.3.10 (AT&T proposed language) should not be included and SWBT's proposed language Paragraphs 9.5.3.7 - 9.5.3.9 should be adopted. ATTACHMENT 24: RECORDING - FACILITIES BASED	Attachment 15: 911 7.1 Indemnification provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement (language proposed only if Commission desires to amend existing Agreement)	Attachment 15: 911 7.1 AT&T agrees to indemnify, defend and hold harmless SWBT from any Loss arising out of SWBT's provision of 911 services or out of AT&T's and users' use of the 911 service, whether suffered, made, instituted, or asserted by AT&T or its end users, including for any personal injury or death of any person or persons, except for Loss which is the direct result of SWBT's own negligence, gross negligence or willful or intentional misconduct. Attachment 18: Mutual Exchange Directory of Listing Information 7.1 Each Party hereby releases the other Party from any and all liability for damages due to errors or omissions in the subscriber listing information provided under this Attachment, or by reason of delay in providing the subscriber listing information, unless said losses or damages result from a Party's gross negligence or willful or intentional misconduct. 7.2 Each Party shall indemnify, protect, save harmless and defend the other Party (or the other Party's officers, employees, agents, assigns		

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CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS

Issue:	AT&T Reason why language should be Included or excluded	SWBT Reason why language should be Included or excluded	Attachment and Sections	AT&T Language	SWBT Language and representativeness) 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 other Parties supplying subscriber listing information, or any actual error or omission, unless said losses or damages result from the other Party's gross negligence or willful or wanton or intentional misconduct.	AT&T's Language Accepted	SWBT's Language Accepted
				Attachment 19: WP-Other 7.1 Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement. (language proposed only if Commission desires to amend existing Agreement)	Attachment 19: WP-Other 7.1 AT&T hereby releases SWBT from any and all liability for damages due to errors or omissions in AT&T's subscriber listing information as provided to SWBT under this Attachment and/or AT&T's subscriber listing information as it appears in the White Pages directory, unless said losses or damages result from SWBT's gross negligence or willful or wanton or intentional misconduct. 7.2 AT&T will indemnify, protect, save harmless and defend SWBT (or SWBT'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 any error or omission in AT&T's subscriber listing information as it appears in the White Pages directory, including any error or omission related to non-published or non-listed subscriber listing information, unless		

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CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS

Issue:	AT&T Reason why language should be Included or excluded	SWBT Reason why language should be Included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
				Attachment 22: DA-Facilities 9.1 Indemnification and limitation of liability provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement. (language proposed only if Commission desires to amend existing Agreement)	said losses or damages result from SWBT's gross negligence or willful or wanton or intentional misconduct. Attachment 22: DA-Facilities 9.1 SWBT will not be liable to AT&T for any losses or damages arising out of errors, interruptions, defects, failures, delays, or malfunctions of DA, including any and all associated equipment and data processing systems unless said losses or damages result from SWBT's gross negligence or willful or wanton or intentional misconduct. Any losses or damages for which SWBT is held liable under this Attachment to AT&T will in no event exceed the amount of the charges made for DA during the period beginning at the time notice of the error, interruption, defect, failure, or malfunction is received by SWBT to the time Service is recorded or the error, interruption, defect, failure, or malfunction is corrected. 9.2 AT&T agrees to defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability including attorneys fees that SWBT may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of AT&T's and user customers' use of DA. AT&T will defend against all customer claims just as if AT&T had provided such service to its customer with AT&T's own employees and will assert its		

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Issue:	AT&T Reason why language should be included or excluded	SWBT Reason why language should be included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
				Attachment 23: OS-Facilities <u>9.1 Indemnification and limitation of liability provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement.</u> (language proposed only if Commission desires to amend existing Agreement)	contractual or tort limitation of liability, in any, for the benefit of both SWBT and AT&T. 9.3 AT&T agrees to release, defend, indemnify, and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SWBT employees and equipment associated with provision of DA. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used in connection with DA. Attachment 23: OS-Facilities 9.1 SWBT will not be liable to AT&T for any losses or damages arising out of errors, interruptions, defects, failures, delays, or malfunctions of OS, including any and all associated equipment and data processing systems unless said losses or damages result from SWBT's gross negligence or willful or wanton or intentional misconduct. Any losses or damages for which SWBT is held liable under this Attachment to AT&T will in no event exceed the amount of the charges made for OS during the period beginning at the time notice of the error, interruption, defect, failure, or malfunction is received by SWBT to the time Service is recorded or the		

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CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS

Issue:	AT&T Reason why language should be included or excluded:	SWBT Reason why language should be included or excluded:	Attachment and Sections	AT&T Language	SWBT Language error, interruption, defect, failure, or malfunction is corrected.	AT&T's Language Accepted	SWBT's Language Accepted
					9.2 AT&T agrees to defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability including attorneys fees that SWBT may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of AT&T's and user customers' use of OS. AT&T will defend against all customer claims just as if AT&T had provided such service to its customer with AT&T's own employees and will assert its contractual or tariff limitation of liability, in any, for the benefit of both SWBT and AT&T. 9.3 AT&T agrees to release, defend, indemnify, and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SWBT employees and equipment associated with provision of OS. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used in connection with OS.		
				Attachment 8: UNE	Attachment 8: UNE		

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CONTRACTUAL DISPUTED ISSUES MATRIX
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Issue:	AT&T Reason why language should be Included or excluded	SWBT Reason why language should be Included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
				7.2.8 Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of this Agreement. (language proposed only if Commission desires to amend existing Agreement)	7.2.8.1 SWBT will not be liable to AT&T for any losses or damages arising out of errors, interruptions, defects, failures, delays, or malfunctions of the OS services, including any and all associated equipment and data processing systems unless said losses or damages result from SWBT's gross negligence or willful or wanton or intentional misconduct. Any losses or damages for which SWBT is held liable under this Agreement to AT&T will in no event exceed the amount of the charges made for OS services during the period beginning at the time notice of the error, interruption, defect, failure, or malfunction is received by SWBT to the time Service is restored. 7.2.8.2 AT&T agrees to defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability including attorneys fees that SWBT may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of AT&T's and user customers' use of the OS services. AT&T will defend against all customer claims just as if AT&T had provided such service to its customer with AT&T's own employees and will assert its contractual or tort limitation of liability, in any, for the benefit of both SWBT and AT&T. 7.2.8.3 AT&T agrees to release,		

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CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS

Issue:	AT&T Reason why language should be included or excluded	SWBT Reason why language should be included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
				7.3.6 Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of this Agreement. (language proposed only if Commission desires to amend existing Agreement)	defend, indemnify, and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SWBT employees and equipment associated with provision of the OS services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used in connection with OS services. 7.3.6.1 SWBT will not be liable to AT&T for any losses or damages arising out of errors, interruptions, defects, failures, delays, or malfunctions of the DA services, including any and all associated equipment and data processing systems unless said losses or damages result from SWBT's gross negligence or willful or wanton or intentional misconduct. Any losses or damages for which SWBT is held liable under this Agreement to AT&T will in no event exceed the amount of the charges made for DA services during the period beginning at the time notice of the error, interruption, defect, failure, or malfunction is received by SWBT to the time Service is restored. 7.3.6.2 AT&T agrees to defend, indemnify, and hold harmless SWBT from any and all losses, damages, or		

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CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS

Issue:	AT&T Reason why language should be Included or excluded	SWBT Reason why language should be Included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
					other liability including attorneys fees that SWBT may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of AT&T's end user customers' use of the DA services. AT&T will defend against all customer claims just as if AT&T had provided such service to its customer with AT&T's own employees and will assert its contractual or tariff limitation of liability, in any, for the benefit of both SWBT and AT&T. 7.3.8.3 AT&T agrees to release, defend, indemnify, and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SWBT employees and equipment associated with provision of the DA services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used in connection with DA services. 9.5.3.7 SWBT will furnish Calling Name information only as accurate and current as the information has been provided to SWBT for inclusion in its CNAM database. Therefore, SWBT, in addition to the limitations of liability set forth, is not liable for inaccuracies in the Calling Name information name		

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CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS

Issue:	AT&T Reason why language should be included or excluded	SWBT Reason why language should be included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
					records provided to AT&T or to its Query-originating carrier customers, except such inaccuracies caused by SWBT's willful or wanton misconduct or gross negligence. 9.5.3.6 The Parties acknowledge that each Calling Name database limits the Calling Name information length to fifteen (15) characters. As a result, the Calling Name information provided in a response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. The Parties also acknowledge that certain local telephone service subscribers of Name Record Administering Companies may require their name information to be restricted, altered, or rendered unavailable. Therefore, SWBT is not liable for any and all liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Name Record contained in a Calling Name database and provided to AT&T or its Query-originating carrier customers, except for such content related claims, damages or actions resulting from SWBT's willful or wanton misconduct or gross negligence.		

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Issue:	AT&T Reason why language should be included or excluded	SWBT Reason why language should be included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
					9.5.3.9 The Parties acknowledge that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis. AT&T will abide by information received in SS7 protocol during call set-up that the calling telephone service subscriber wishes to block or unblock the delivery of telephone number and/or name information to a CNDIS subscriber. AT&T agrees not to attempt to obtain the caller's name information by originating a query to SWBT's Calling Name database where the subscriber had attempted to block such information, nor will AT&T block information a subscriber has attempted to unblock. Therefore, SWBT, in addition to the limitations of liability set forth in this Section, is not liable for any failure by AT&T or its query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name information, and AT&T agrees to hold SWBT harmless from, and defend and indemnify SWBT for, any and all liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from AT&T or its query-originating carrier customers.		
				9.5.3.10 Indemnification and limitation			

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CONTRACTUAL DISPUTED ISSUES MATRIX
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Issue:	AT&T Reason why language should be Included or excluded	SWBT Reason why language should be Included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
				of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of this Agreement. language proposed only if Commission desires to amend existing Agreement) <u>Attachment 24: Recording-Facilities Based</u> 6.1 AT&T agrees to defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by AT&T, its customers or end users, provided such service to its and users with its own employees. 6.2 AT&T also agrees to release, defend, indemnify and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by SWBT employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.	failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such privacy related claims, damages or actions caused by SWBT's willful or wanton misconduct or gross negligence.		

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Issue	Reason why language should be included or excluded	Reason why language should be included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
12. Should SWBT be allowed to amend the existing Agreement to make liquidated damages the sole remedy available for breach of the agreement or breach of Performance Criteria?	No. The current Agreement contains liability, indemnification, and legal remedies available to both parties for any breach of the Agreement. The Commission reviewed and approved the existing language. Now, SWBT wants to amend the Agreement (by adding Section 7.1) to severely limit AT&T's ability to avail itself of all regulatory and/or judicial remedies available under the Agreement and as a matter of law by attempting to limit its liability to liquidated damages. Moreover, SWBT's language also would limit any regulatory or judicial forum from enforcing its jurisdictional authority over breaches in performance criteria. There is no justification for limiting AT&T's remedies to liquidated damages.	Yes. AT&T has agreed to this language in Oklahoma, Arkansas, Missouri and Kansas and has can hardly claim that the provision lacks justification. Also, AT&T's claim that SWBT is unfairly attempting to limit AT&T's judicial and regulatory remedies rings false, because this is exactly what AT&T is attempting to do through its proposed dispute resolution language in Section 9.0. The specific performance criteria in this section provide particular liquidated damages different from the damages in the general provision of the agreement. The offered language clarifies these damages as the sole remedy.	Attachment 17: Failures to Meet Performance Criteria, Section 7.1	AT&T requests that SWBT's proposed language amendments to the existing approved Texas Interconnection Agreement be stricken in its entirety.	7.1 The Liquidated Damages shall be the sole and exclusive remedy of a Party for other Party's breach of the Performance Criteria or a Specified Performance Breach as described in this Attachment and shall be in lieu of any other damages or credit a Party might otherwise seek for such breach of the Performance Criteria or a Specified Performance Breach through any claim or suit brought under any contract or tariff.		
13. Should the terms of the Poles, Conduits, and Rights-of-Way Appendix approved by the Commission on December 19, 1986 as part of the Interconnection Agreement between AT&T and SWBT be an intensively-negotiated document that includes the parties' agreements, the parties' signed stipulations adopted by the Commission, and the Commission's rulings on disputed issues. In the negotiations that led up to the Commission-approved document, the parties had exhaustively discussed the issues relating to the terms and conditions under which SWBT would afford AT&T access to SWBT's poles, ducts, conduits, and rights-of-way. Both parties made concessions in an effort to reach agreement. Therefore, while the document was not perfect from either	Yes. As the Commission is aware, the Poles, Conduits, and Rights-of-Way Appendix approved by the Commission on December 19, 1986 as part of the Interconnection Agreement between AT&T and SWBT was an intensively-negotiated document that includes the parties' agreements, the parties' signed stipulations adopted by the Commission, and the Commission's rulings on disputed issues. In the negotiations that led up to the Commission-approved document, the parties had exhaustively discussed the issues relating to the terms and conditions under which SWBT would afford AT&T access to SWBT's poles, ducts, conduits, and rights-of-way. Both parties made concessions in an effort to reach agreement. Therefore, while the document was not perfect from either	AT&T's statement of the issue is disingenuous. As AT&T is well aware, AT&T proposed for inclusion in the Poles Appendix language which had not been agreed to or arbitrated previously. The Commission did not approve that language. SWBT did not seek the Commission's approval of significant portions of the Poles Appendix because the parties had not agreed to those terms and the issues had not been submitted for decision through arbitration. Therefore, it is not a question as to whether the terms of the Poles Appendix should "control" SWBT's "form Master Agreement." The question is whether the Commission should approve on their merits the individual provisions proposed by SWBT for inclusion in the negotiated and arbitrated SWBT/AT&T agreement.	Attachment 13, Appendix Poles, Conduits, and Rights-of-Way. Sections affected are listed in "SWBT Language" column.	AT&T requests that SWBT's proposed language amendments to the existing approved Texas Interconnection Agreement be stricken in its entirety.	Attachment 13, Appendix Poles, Conduits, and Rights-of-Way. Sections affected are listed in "SWBT Language" column. Disputed language appears in the following provisions of the Poles Appendix. Due to the number and length of these provisions, inclusion of the text in Matrix format would not be feasible. For the most part, the text of these provisions appears in AT&T's filed version of the Poles Appendix. SWBT will either file a joint "comparison document" with AT&T or, if necessary, submit its own version along with its filed testimony. The provisions affected are: 2.01, 2.02, 2.03, 2.04, 2.05, 2.06, 2.07, 3.19, 3.22, 3.23, 3.39, 4.01, 4.02, 4.03.		

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X. SWBT ONLY
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS

Issue:	Reason why language should be included or excluded	Reason why language should be included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
carriers and cable operators who have or seek access to SWBT's poles, ducts, conduits, and rights-of-way? Should the Poles, Conduits, and Rights-of-Way Appendix include appropriate and reasonably complete rates, terms, and conditions covering operational and legal issues arising out of the shared use of SWBT's poles, ducts, conduits, and rights-of-way? Should the Commission approve any or all of the provisions proposed by SWBT which AT&T has not agreed to through the negotiation process?	party's perspective. AT&T is prepared to live by it and in fact proposed it as the basis for the parties' agreements in the other four states. In the most recent round of negotiations, SWBT proposed a complete, massive rewrite and expansion of the document to conform it to a document SWBT calls its "Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way." SWBT's proposed massive rewrite of Appendix Rights-of-Way should be rejected.	In Paragraph 1156 of the First Interconnection Order in CC Docket No. 98-98, the FCC has ordered that "Where access is mandated, the rates, terms, and conditions of access must be uniformly applied to all telecommunications carriers and cable operators that have or seek access." It follows, therefore, that rates, terms, and conditions of access applicable to AT&T should be applicable to other telecommunications carriers and cable operators. Other firms seeking access have requested and are likely to request that they be allowed to "MFN" into the AT&T Poles Appendix. Further, other firms will insist that rates, terms, and conditions which are not applicable to AT&T cannot be applied to them. For these reasons, it is essential that the AT&T Poles Appendix include all rates, terms, and conditions needed by SWBT to form a complete agreement on the subject of access to poles, ducts, conduits, and rights-of-way. SWBT is not requesting that the Commission approve SWBT's form "Master Agreement" as an entire contract on an "all-or-nothing" basis. Instead, SWBT is requesting that each individual section proposed by SWBT, and not agreed to by AT&T, be reviewed on its individual merits, a procedure recently followed in Oklahoma.			4.05, 4.06, 4.07, 4.08, 5.02, 5.03, 5.04, 5.06, 6.03, 6.06, 6.07, 6.08, 6.09, 6.11, 6.13, 6.14, 6.16, 6.02, 9.02, 9.05, 10.01, 10.02, [(10.04)]10.05, 10.08, 14.02, 16.01, 16.03, 17.02, 17.03, 17.05, 17.08, 17.07, 17.08, 17.09, 17.10, 17.11, 17.12, 18.01, 18.05, 18.07, 19.01, 19.02, 19.03, 19.04, 19.05, 19.06, 19.07, 19.08, 19.09, 19.11, 19.12, 19.13, 20.01, 20.02, 21.01, 21.02, 21.03, 21.04, 21.05, 21.06, 21.07, 21.08, 21.09, 21.10, 21.11, 21.12, 21.13, 21.14, 21.15, 21.16, 21.17, 22.01, 22.02, 22.03, 22.04, 22.05, 22.06, 22.07, 23.01, 23.02, 24.01, 24.02, 24.03, 24.04, 24.05, 24.06, 24.07, 24.08, 25.01, 25.04, 26.01, 27.01, 27.02, 27.03, 27.04, 27.05, 28.01, 28.02, 28.03, 30.01, 30.02, 30.03, 30.04, 30.05, 30.06, 30.07, 30.08, 31.01, 32.01, 32.02, 32.03, 32.04, 32.05, 32.06, 32.07, 32.08, 32.09, 32.10.		

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		construction in accordance with purpose. Section 2.04 states the two applicable nondiscrimination rules: uniform applicability and the rule that utilities not favor themselves over others with respect to the provision of telecommunications or video programming. Section 2.05 states that the Poles Appendix is intended to implement, rather than abridge, the rights of the parties under federal and state law. Section 2.06 calls on the parties to engage in additional negotiations to conform the Poles Appendix to changes in the law, streamline procedures for granting access, address issues (if any) not addressed in the current agreement, and resolve operational concerns which may develop. Section 2.06 also allows AT&T to seek amendments to the Appendix to conform to the terms of agreements between SWBT and third parties. Section 2.07 states the relationship between the Poles Appendix and the main interconnection agreement and includes the general principal that in the event of a conflict between the specific terms of the Poles Appendix and the general terms and conditions in the interconnection agreement, the terms of the Appendix shall apply. Each of these sections is reasonable and appropriate, as is SWBT's proposed					

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AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS

Issue	AT&T Reason why language should be included or excluded	SWBT Reason why language should be included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
		Section 2.08, to which AT&T has agreed. Section 3.14 merely lists the various Exhibits to the Appendix. Exhibit I is entitled "Schedule of Rates, Fees, and Charges." Exhibit VI is entitled "Notices to AT&T." AT&T is apparently objecting to the content of the these exhibits. Section 3.14 should be approved as proposed by SWBT if Commission approves SWBT's proposed Exhibits I and VI. These exhibits will be discussed separately below. Section 3.19 is a proposed definition of "hazardous substances." Such a definition is important because AT&T and other interconnectors have, through negotiation and arbitration, secured from SWBT an obligation to disclose what AT&T calls "environmental contaminants" and what SWBT refers to as "hazardous substances." (See Section 10.01(a).) The term "hazardous substances" has an established core of meaning, and in response to proposals by AT&T SWBT has added to the definition a reference to OSHA and to petroleum, natural gas, and other combustible or noxious liquids, gases, or solids. AT&T has not offered a proposed alternative definition or explained to SWBT the deficiencies of SWBT's proposed definition. SWBT's proposed definition is reasonable and should be adopted. Section 3.22 defines "joint users." The differences in the parties' definitions are minor and SWBT cannot ascertain any reason why AT&T would object to the					

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		Proposed changes. Section 3.23 defines the term "license" and makes it clear, as AT&T has requested in other states, that the parties' use of the term "license" is not to be construed to confer authority or discretion on SWBT's part to deny access to AT&T in any manner inconsistent with the requirements of the Pole Attachment Act, the Telecommunications Act of 1996, and applicable rules, regulations, and commission orders. The proposed definition is reasonable and should be approved. Section 3.29 defines the term "overlapping." In the past, AT&T has on occasion agreed to SWBT's proposed definition if the words "an existing cable and strand" were changed to "existing cables and strands." SWBT will agree to that change if AT&T will agree to the rest of SWBT's proposed definition. Section 3.35 defines the term "pre-license survey." AT&T objects to replacement of the words "make-ready work or facilities modifications" with the words "facilities modification, capacity expansion, or make-ready work." SWBT has no idea why AT&T objects to the proposed revision. Section 3.36 defines the term "pre-occupancy survey." Such studies are performed by AT&T to make its decisions concerning use of SWBT's space. SWBT proposes that one purpose of the study be to enable AT&T to determine "what					

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Issue:	AT&T Reason why language should be Included or excluded	SWBT Reason why language should be Included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
		other capacity expansion or make-ready work. If any, will be proposed by AT&T to prepare SWBT's poles, ducts, conduits, and rights-of-way to accommodate AT&T's facilities. This language is reasonable and should be approved. Section 3.38 defines rights-of-way. In various negotiations and arbitrations in SWBT's five states, SWBT has experienced confusion on the part of other companies concerning what is and is not a right-of-way. SWBT's proposed definition is intended to clarify this issue and begins with a broad statement, objected to by AT&T, that "The term 'right-of-way' refers to all SWBT rights-of-way subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. § 271(c)(2)(B)(iii)." AT&T has agreed to similar language with respect to the definitions of poles, ducts, and conduits. Section 4.01 deals with the scope of the agreement. This is an extremely important provision, because it is necessary to draw a line between access rights provided under the Pole Attachment Act and access rights which may arise in connection with other arrangements (e.g., interconnection, collocation, and access to unbundled network elements). Further, in those cases in which there is a degree of overlap, it's important that all parties know which agreement or appendix covers the access sought. For example, there is no need for access to the duct					

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		which connects SWBT's manhole with SWBT's central office vault unless access to central office facilities has been granted (e.g., under a collocation tariff or agreement). Therefore, SWBT proposes that access to this "last duct" be arranged as part of the arrangements for collocation. This will insure that access to these facilities is granted only to those firms with a legitimate need for the facilities. Section 4.01 is reasonable and should be approved. Section 4.02 is captioned "No Transfer of Property Rights." AT&T does not object to the substance of this provision but objects instead to SWBT's use of the term "license subject to this Appendix" in place of "license issued hereunder." In Oklahoma, AT&T explained that its Long Lines Division already has access to SWBT's poles, ducts, conduits, and rights-of-way under earlier license agreements. AT&T does not believe that interconnection negotiations and arbitrations for local exchange service are intended to cover prior licensing arrangements. Stated differently, AT&T's position is that SWBT can offer different rates, terms, and conditions of access to AT&T's long distance operations than those offered to its local exchange operations. SWBT believes that AT&T of the Southwest, Inc. is one company and that one statewide agreement is all that should be required. Thus, SWBT would like all of AT&T's licenses to be "subject to" one agreement - the agreement being negotiated and arbitrated now. If AT&T prefers its prior agreement, then it should prefer its prior agreement, then it should					

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		stick with the old agreement. SWBT simply doesn't believe that it is appropriate or necessary to have multiple agreements with different divisions of the same company, especially when the agreements themselves are not consistent and make no references to separate divisions. That's especially true in light of the FCC's requirement that rates, terms, and conditions of access be "uniformly applied." In any event, AT&T has objected to the words "subject to" in several places in the Poles Appendix. The decision of these issues is tied to the decision of SWBT's proposed Sections 32.02 ("Prior Agreements Superseded") and 32.06 ("Effect on Licenses Issued Under Prior Agreements"). SWBT would be agreeable to the wording of Section 4.03 as signed in Texas. Section 4.03 as signed simply states that "Nothing contained in this Appendix shall in any way affect SWBT's right to convey or transfer to any other person or entity any interest in real or personal property, including any poles, conduit, or ducts to or in which AT&T has attached or placed facilities." This provision, already agreed to by AT&T, is a provision far more favorable to SWBT than the provisions now being proposed by SWBT, provisions which create important exceptions to the general rule. AT&T has agreed to two of the four exceptions proposed by SWBT but objects to SWBT's proposals relating to conveyances of poles in connection with joint use pole agreements with electric utilities and the provision of information by AT&T to transferees concerning					

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Issue	AT&T Reason why language should be included or excluded	SWBT Reason why language should be included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
		AT&T's intent to continue occupancy after a transfer. SWBT's provisions are reasonable and should be approved. SWBT proposes consolidating Sections 4.04, 4.05, and 4.06 of the present Poles Appendix into two sections: Section 4.04 (no effect on SWBT's rights to manage its poles, ducts, conduits, and rights-of-way) and Section 4.05 (no right to interfere). There is no need for a separate section dealing with AT&T's right to manage its own facilities because nothing in the Poles Appendix authorizes SWBT to utilize any of AT&T's facilities for any purpose and AT&T is not granting SWBT access to any of those facilities under the Poles Appendix. Further, there is no need for broad language in Section 4.04 dealing with SWBT's management of its own facilities generally because the Poles Appendix deals only with poles, ducts, conduits, and rights-of-way and not with SWBT's facilities generally. SWBT's proposed Section 4.06 deals with required franchisees, permits, certificates, and licenses. This section simply states that each party is responsible for obtaining whatever authority and permissions, if any, are required before entering upon or utilizing public or private property. SWBT's proposed Section 4.07 dealing with disclaimers of warranties is entirely appropriate. AT&T is the best judge of whether SWBT's facilities meet AT&T's needs.					

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AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS

Issue:	AT&T Reason why language should be included or excluded	SWBT Reason why language should be included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
		SWBT's proposed Section 4.08 dealing with third-party beneficiaries provides that the Poles Appendix is not intended to create third-party beneficiary rights except as may be specifically set forth in the Poles Appendix. There is one agreed section in which the parties have clearly intended to create third-party rights. See Section 8.02(g). Sections 5.01 and 5.02 deals with public rights-of-way and private rights-of-way not owned or controlled by SWBT. SWBT's proposed changes are intended to clarify the text. SWBT does not know why AT&T objects to the proposed language. SWBT proposes dividing existing Section 5.03 (access to associated rights-of-way) into two parts: Sections 5.03 (dealing with access to rights-of-way generally) and 5.04 (special procedures for obtaining access to third-party property). The existing agreement omits any discussion of compensation for the use of rights-of-way. Most of the Poles Appendix deals with access to poles, ducts, and conduits, and the caption of existing Section 5.03 (access to associated rights-of-way) reflects the cursory manner in which access to rights-of-way was originally handled. SWBT believes that it is highly desirable to deal with these important issues. SWBT's proposed Section 5.06 deals with access to certain building entrance facilities, building distribution facilities, and other space within buildings used by					

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		SWBT. This is an important subject because, as the FCC has recognized, the rights of third-party property owners must be respected. Further, to the extent that third-party property owners require SWBT to pay for space in their buildings, it is appropriate that such expenses be shared if the space SWBT pays for is being used by AT&T and others. This subject will be addressed more fully in SWBT's testimony. Section 6.03 deals with infrequent (disfavored) construction techniques and connectivity solutions which may be utilized on a case-by-case basis to avoid high costs. SWBT proposes that work such as conduit break outs be performed in a manner which does not jeopardize the structural integrity of SWBT's facilities, jeopardize the safety of personnel working on or in SWBT's facilities, and does not render unusable other available space on the pole or in the duct or conduit. Further, SWBT is proposing that where extension arms are used, they be installed as make-ready work, owned by SWBT, and treated as being part of the pole and that excess capacity on such extension arms be deemed available to others. These provisions are reasonable and should be approved. AT&T's objection to Section 6.06 relates only to SWBT's proposed substitution of the term "licenses subject to this Appendix" for "licenses issued hereunder". This is the same issue discussed in Section 4.02.					

(AT&T) 1/26/87
SWBT Only - 40

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		SWBT proposes in Section 6.07 that the parties use inner duct rather than full ducts when cable diameters permit. This provision is intended to insure the efficient use of SWBT's limited conduit facilities. AT&T's objection to SWBT's proposed language in Section 6.09 includes an objection to SWBT's use of the term "licenses subject to this Appendix" for "licenses issued hereunder." This is the same issue discussed in Section 4.02. In addition, AT&T objects to a several small modifications intended to clarify the text. AT&T's main objection to Section 6.08 is found in subsection (c) dealing with installation of the conduit or duct section which physically connects with SWBT's conduit system. SWBT believes that these installations should be performed in accordance with both parties' specifications and that the party performing the work should indemnify the other party for injuries, losses, or damages resulting from the work. These provisions are reasonable and should be approved. SWBT proposes language in Section 6.09 which makes it clear beyond question that SWBT does not select, pre-approve, or direct the work of AT&T's employees and contractors at SWBT's sites. The introductory language in Section 6.09 and proposed subsections (a) and (b) so provide and further provide that AT&T is responsible for determining whether or not the personnel it brings to					

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		SWBT's sites are qualified. SWBT's proposed subsection (h), which is the same as existing subsection (f), would extend the coverage of that subsection to rights-of-way as well as poles, ducts, and conduits. SWBT is withdrawing its proposed change to subsection (j), which is the same as existing subsection (h), and is withdrawing its proposed subsection (k). SWBT proposes amending Section 6.10(m) dealing with the use of spark-producing tools in SWBT's conduit system. If combustible or explosive gases are for any reason present in a manhole, the use of such tools can result in an explosion, injury, death, and property damage, including damage to network facilities. The existing text refers to laws, regulations, and ordinances regarding the use of such tools, but AT&T has not identified any such laws, regulations, and ordinances dealing specifically with this subject. SWBT would prefer that AT&T follow SWBT's rules relating to the use of such tools when working in SWBT's facilities, provided that SWBT notify AT&T of those rules at least 60 days in advance of AT&T's work. Section 6.11 deals with construction inspectors. SWBT proposes amending subsection (b) to clarify the limited role of such inspectors. Subsection (e) deals with compensation of inspectors. SWBT proposes moving the language dealing with compensation to Exhibit I, which is a schedule of rates, fees, and charges.					

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		Proposed subsection (f) simply states that if AT&T requests that personnel be present, AT&T should pay for having those personnel present. Section 6.13 deals with hazardous substances. SWBT proposes extending the coverage of this subsection to poles and rights-of-way as well as conduits. SWBT proposes use of the defined term "hazardous substances" (see Section 3.18) to replace the undefined term "environmental contaminants." SWBT proposes additional language in subsection (d) which makes it clear that "nothing contained in this Appendix shall be construed as relieving ... either party of liability for introducing hazardous substances to the site or causing or contributing to the release of any such substances." This language conforms to the law and is entirely appropriate. Section 6.14 deals with compliance with environmental laws and regulations. These provisions are reasonable and should be approved. Proposed subsection (d) deals with a regular occurrence: pumping water from manholes. SWBT proposes that AT&T personnel not discharge water from SWBT manholes without first determining that the discharge will not violate the law or damage the property of any person. SWBT is withdrawing its proposed subsection (c). Section 6.16 deals with differences in specifications. This section provides that if two specifications both apply, the most					

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X. SWBT ONLY
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS

Issue:	AT&T Reason why language should be Included or excluded	SWBT Reason why language should be Included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
		stringent should be followed and that if there is doubt as to which specification should be applied, AT&T should consult with SWBT. This provision is reasonable and should be approved. Section 8.02 deals with pole, duct, and conduit assignments. AT&T objects to language in subsection (g) which substitutes the word "After" for the phrase "On receipt of." SWBT notes it may take some time after a request for an assignment is "received" (e.g., delivered to SWBT's mailroom) and the time the request for assignment is delivered to the clerk's who log assignments in the records. It is for that reason that SWBT has proposed a new subsection (i) which deals with priorities in the assignment process. If people rely on what is in the records to obtain a "records-based" assignment, then entries in the records should be entitled to priority over unrecorded requests sitting in the mail room or in transit within SWBT. Subsection (i) therefore encourages parties who wish to insure that the space they want is available to submit applications and notices at the site where the applicable records are maintained and to countersign the entry reflecting the assignment and time of assignment. These provisions are reasonable and should be approved. AT&T has proposed no alternative solution to the priority problem identified by SWBT. Proposed Section 8.02(b)(2)(vii) calls for a notice of intent to occupy to include a					

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		conspicuous statement that access is being sought to a building entrance or building distribution duct or conduit or other space within a building. This will enable SWBT to be sure that issues relating to these complex situations are promptly addressed so processing of the access request will not be delayed. Proposed Section 9.02(c)(4) parallels Section 8.02(b)(2)(vi) in the context of a license application. These provisions are reasonable and should be approved. Proposed Section 9.02(h) recognizes that during the life of the Poles Appendix, which automatically renews on an annual basis until either party terminates it, the FCC may authorize the charging of different rates to telecommunications carriers and cable operators. Under the Pole Attachment Act, this result will not occur until February 8, 2001, at the earliest. If the FCC authorizes the charging of differential rates, SWBT would like authority to charge them. Proposed Section 9.05(c) has been adjusted to reflect the parties' agreement to certain "immediate occupancy" provisions. See Section 8.03 ("Immediate Occupancy"). Under the immediate occupancy provisions, AT&T may occupy space without any prior review by SWBT of AT&T's access request. In that event, SWBT proposes that no further authorization be required for the post-installation inspection of the facilities in lieu of the pre-installation field inspection. This provision is reasonable					

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AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS

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		Section 10.02 deals in general with capacity expansion obligations. SWBT proposes that when AT&T or authorized contractors perform such work on SWBT's facilities, the work be performed in accordance with SWBT's specifications. Further, if AT&T elects to perform this work, which would ordinarily be performed by SWBT, SWBT believes that the work should be performed in accordance with the same specifications, standards, and practices, which would be applicable if the work were being performed by SWBT or SWBT's contractors. In addition, SWBT believes that AT&T should be responsible for any damage resulting from such work performed by AT&T or its contractors. These provisions are reasonable and should be approved. Section 10.04 of the existing agreement (SWBT's proposed Section 10.05) deals with the performance of make-ready work. In subsection (a), SWBT proposes that lists of authorized contractors be established for each SWBT construction district. This is consistent with the agreed definition of "authorized contractors." See Section 3.05. SWBT proposes that when AT&T or authorized contractors perform such work on SWBT's facilities, the work be performed in accordance with SWBT's specifications. Further, if AT&T elects to perform this work, which would ordinarily be performed by SWBT, SWBT believes that the work should be performed in					

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		accordance with the same specifications, standards and practices, which would be applicable if the work were being performed by SWBT or SWBT's contractors. In addition, SWBT believes that AT&T should be responsible for any damage resulting from such work performed by AT&T or its contractors. These provisions are reasonable and should be approved. Section 10.08 deals with reimbursement for the creation or use of additional capacity. The existing language provides that SWBT will "establish a methodology." SWBT's proposed language provides additional details as to the role to be played by SWBT in connection with reimbursement rights between AT&T and third parties. SWBT's provisions are reasonable and should be approved. Section 14.02 deals with the rearrangement of facilities. SWBT proposes that AT&T ordinarily be provided not less than 60 days prior notice and that AT&T be allowed to request extensions of time to perform the rearrangements. These provisions are appropriate and should be approved. Section 16.01 deals with inspections. Inspections are performed periodically to determine whether SWBT's poles and conduits and the facilities attached to them comply with applicable laws and specifications. The FCC has recognized that charges for such inspections may appropriately be allocated to all parties					

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X. SWBT ONLY
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		benefitting from them. SWBT therefore proposes that "Charges for inspections shall be allocated among all parties benefitting from the inspection in accordance with the Pole Attachment Act and applicable rules, regulations, and commission orders. These provisions are reasonable and should be approved. Section 16.03 simply distinguishes post-installation inspections in "immediate occupancy" situations from other inspections. Section 16.03 is reasonable and should be approved. Article 17 deals with the tagging of facilities and unauthorized attachments. Unfortunately, SWBT has had a number of problems with firms attaching facilities to its poles without authorization. This is unfair to SWBT and unfair to those firms which follow the law and pay for their use of facilities. AT&T objects to SWBT's proposals for dealing with unauthorized attachments and offers no alternatives. SWBT's proposed Sections 17.01-17.12 are reasonable and each of these sections should be approved. SWBT is withdrawing its proposed change to Section 18.01(a). Section 18.05 deals with removals to avoid forfeitures. If AT&T's presence of a SWBT pole or in a SWBT conduit or right-of-way would result in a forfeiture of SWBT's right to be present, then both SWBT and AT&T would have to vacate the premises. It would be reasonable for AT&T to vacate the premises to avoid					

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AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS

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		such a forfeiture. Language of this nature has been contained in SWBT's pole attachment and conduit occupancy agreements for years. The language is entirely reasonable and should be approved although SWBT doubts that there will be many situations in which this provision will come into play. Section 18.07 deals with the removal of facilities by SWBT in those situations in which removal is authorized. SWBT proposes that if removal is justified and AT&T does not remove its own facilities that SWBT should be allowed to remove them and store them in a public warehouse at AT&T's expense. This provision is reasonable and should be approved. Article 19 deals with rates, fees, charges, and billing. SWBT's proposed Section 19.01 is a general provision stating that rates, charges, and fees shall be subject to all applicable laws, regulations, rules, and commission orders. SWBT's proposed Section 19.02 states that SWBT's current schedule of fees is set forth in Appendix 1. SWBT's proposed Section 19.03 states that SWBT's pole attachment and conduit occupancy fees shall be the same for cable operators and telecommunications carriers until the FCC authorizes the charging of different rates. SWBT's proposed Section 19.03 further states that SWBT's fees shall be calculated in accordance with applicable FCC rules, regulations, and orders. This provision is reasonable and should be approved. These provisions are approved. These provisions are approved.					

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AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS

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		SWBT's proposed changes to Section 19.04 are primarily small, nonsubstantive changes in wording, except for the substitution of the terms "licenses subject to this Appendix" for the term "licenses issued hereunder." That subject is addressed above in the discussion of Section 4.02. Section 19.05 reflects that SWBT does not charge application fees when applications are filed. Charges are assessed for pre-license survey work and for facilities modification, capacity expansion, and make-ready work, which are covered by Sections 19.08 and 19.07. SWBT's proposed Sections 19.05, 19.06, and 19.07 are appropriate and should be approved. SWBT's proposed Sections 19.08 and 19.09 dealing with contract administration and administrative record-keeping fees would replace existing Sections 19.01 and 19.02. These sections are appropriate and should be approved. SWBT would renumber Section 19.06A as Section 19.10. SWBT's proposed Section 19.11 expands existing Section 19.07 and provides SWBT with reasonable remedies in the event payment is not timely made. It is important that the Poles Appendix provide remedies in the event of non-payment and the remedies proposed by SWBT are entirely proposed by SWBT.					

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		reasonable. Section 19.11 should be approved. Section 19.12 deals with modification of rates, fees, and charges. Under the FCC formulas, rates are based on accounting figures which change over time. Accordingly, rates should be adjusted from time to time. For Texas, the applicable rate for conduit dropped by \$0.01/duct foot in 1997. SWBT believes that annual readjustments are appropriate. Section 19.13 deals with disputes over charging methodologies. Until a state commission affirmatively elects to undertake regulation of access to poles, ducts, conduits, and rights-of-way, the FCC is responsible for regulating pole attachment and conduit occupancy rates and the methodologies used in establishing such rates. Further, the FCC has a well-established complaint procedure for reviewing challenges to rates. Section 19.13 refers future disputes over charging methodologies to the FCC. Sections 20.01 and 20.02 deal with performance and payment bonds. AT&T objects only to Section 20.02 and the cross-reference in Section 20.01 to Section 20.02. Section 20.02 simply provides that if a claim is made against SWBT that SWBT should be responsible for a debt incurred by AT&T to a worker or supplier, SWBT may request that AT&T provide a bond to cover SWBT.					

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Issue	AT&T Reason why language should be included or excluded	SWBT Reason why language should be included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
		against such a claim. This provision is entirely reasonable and should be approved. SWBT's proposed Articles 21 and 22 deals with indemnification, liabilities, and limitations of liability. These provisions have been carefully tailored to reflect the appropriate allocation of known risks associated with outside plant operations and are, for the most part, reciprocal provisions. These provisions will be discussed more fully in SWBT's testimony. SWBT's proposed Sections 23.01(b) and 23.02(c) call on AT&T to be responsible for seeing to it that authorized contractors working on its behalf have appropriate insurance coverage or self-insurance. These provisions are reasonable and should be approved. SWBT's proposed Sections 24.01-24.08 deal with assignments of rights. It should be obvious to anyone familiar with the telecommunications industry that companies are consolidating, transferring assets, merging, and otherwise changing their facilities. It is essential to SWBT that it know what companies have attached facilities to its poles and that the firms utilizing SWBT's poles, ducts, conduits, and rights-of-way have a right to be there. SWBT's proposed language is reasonable and should be approved. Section 25.01 deals with termination of the appendix and individual licenses by companies which no longer have any need to use SWBT's facilities. SWBT's					

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		proposed language places the burden on parties utilizing SWBT's facilities to notify SWBT when they no longer have a need for them. SWBT's provisions are reasonable and should be approved. Section 25.04 provides remedies for breach. It is important that the Poles Appendix include appropriate provisions dealing with breaches. Section 25.04 is reasonable and should be approved. Section 26.01 is standard "No Waiver" boilerplate and should be approved. Sections 27.01-27.05 deal with the effective date and term of the agreement and include elective termination provisions. AT&T may terminate the agreement with or without cause at any time. SWBT may terminate the agreement only with cause until the fifth anniversary of the Telecommunications Act of 1996, on which date new regulations dealing with charges to telecommunications carriers are to become effective. As provided in Sections 27.04(d) and 27.05, elective termination by SWBT does not call on AT&T to remove its facilities immediately and does not affect SWBT's continued obligation to afford AT&T access to SWBT's poles, ducts, conduits, and rights-of-way as required by the Pole Attachment Act and the Telecommunications Act of 1996. SWBT's proposed Sections 29.01-29.03 deal with notices. SWBT's provisions reflect that SWBT is ready to do business					

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		at an operational level. SWBT's provisions are reasonable and should be approved. SWBT's proposed Article 30 (Sections 30.01-30.08) deals with dispute resolution. The procedures are reasonable and should be approved. Section 30.08 provides that nothing contained in Article 30 shall abridge the rights of either party to seek relief from the FCC or from the Texas PUC with respect to any dispute subject to its jurisdiction unless the dispute has already been resolved by mediation or binding arbitration. SWBT's proposed Section 31.01 simply reflects that nothing in the Poles Appendix shall be construed as including provisions for reciprocal access to AT&T's poles, ducts, conduits, or rights-of-way. The provisions of Article 32 are General Provisions. Most of these provisions are standard boilerplate appropriate for inclusion in the Poles Appendix and which require no explanation. Section 32.02 is captioned "Prior Agreements Superseded." AT&T objects to this language because AT&T disagrees with SWBT that there should only be one agreement between the parties concerning access to poles, ducts, conduits, and rights-of-way. Section 32.08 states that licenses issued under former agreement shall become licenses "subject to" the new agreement.					

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CONTRACTUAL DISPUTED ISSUES MATRIX
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		SWBT would like to comply fully with the FCC mandate that rates, terms, and conditions of access be applied uniformly. SWBT believes that it is appropriate that there be only one agreement in each state between SWBT and AT&T concerning access to SWBT's poles, ducts, conduits, and rights-of-way. Exhibit I is SWBT's Schedule of Rates, Fees, and Charges. This exhibit will be addressed in SWBT's testimony. Exhibit VI deals with Notices to AT&T. At some time, AT&T is going to want operational notices (as distinguished from legal notices) to go to someone lower in the organization than a vice-president. Exhibit VI allows AT&T to state where it wants notices to go. See Exhibit VII, dealing with notices to SWBT. In short, SWBT believes that all the provisions contested by AT&T are reasonable and appropriate and that each should be approved. The initial SWBT-AT&T Texas agreement was the parties' initial effort at reaching an appropriate agreement. AT&T proposed language which was not agreed to and agreed on language which, apparently, satisfies AT&T on these issues. The parties have not, however, agreed on a great deal of language proposed by SWBT. Accordingly, in order to resolve these issues on the merits, it is appropriate that the Commission now review the language offered by SWBT. SWBT's rewrite of the Poles Appendix					

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15. AT&T Statement of Issue: Should AT&T be required to add a unique signaling point code when it uses SS7 Transport, or should this issue be deferred along with the deferral of pricing for SS7 Transport?	After review AT&T agrees to accept SWBT's proposed language. AT&T requests that the Arbitrator approve SWBT's proposed language.	reflects months of negotiations and arbitrations with AT&T and other parties in five states. SWBT believes that the result is a procompetitive agreement which fully meets the operational needs of AT&T and other interconnectors, an agreement that includes rates, terms, and conditions which can comply with the FCC mandate that rates, terms, and conditions of access be uniformly applied to all telecommunications carriers and cable operators who have or seek access.	Attachment 6-UNE, Section 9.2.1.1.2	AT&T agrees to SWBT's language found in the next column.	9.2.1.1.2 If AT&T elects to be billed for this signaling transport at the UNE rate referenced in the preceding paragraph, AT&T will be required to use a unique point code for each AT&T local switching office. In those circumstances when call completion requires use of an STP located in a different LATAs than that in which the call originated. If AT&T does not provide a unique point code, AT&T will be charged at a tariffed rate.		
SWBT Statement of Issue: Should AT&T be allowed to circumvent appropriate access charges?	No. The approved interconnection Agreement provides that AT&T will audit its LIDB accounts against AT&T's billing system and correct any discrepancies. AT&T will correct all discrepancies using the LVAS interface(s) AT&T has requested under Attachment 6, Section 9.4.5.2.3. AT&T proposes no change to that section, and presents no issue for arbitration.	Yes. Telecommunications companies across the nation and in Canada rely on the information in SWBT's LIDB to be accurately and timely administered. AT&T should not be given the right to maintain inaccurate data in SWBT's database and cause SWBT's LIDB Service to appear broken or unreliable. While AT&T represents its 30 day request as reasonable, 30 days is not a	Attachment 6-UNE, Section 9.4.5.2.3	AT&T requests that SWBT's proposed language amendments to the existing approved Texas interconnection Agreement be stricken in its entirety.	9.4.5.2.3 AT&T will audit its LIDB accounts against AT&T's billing system and correct any discrepancies within three days. AT&T will correct all discrepancies using the LVAS interface(s) AT&T has requested under this Attachment.		

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	concerning this section. In negotiations, SWBT has proposed to insert a requirement that AT&T complete this audit within three (3) days following AT&T's receipt of the audit file. If SWBT presents this issue for arbitration, its position should be rejected. AT&T has no experience with this audit and cannot be expected to commit itself contractually to such a short proposed time frame. SWBT's position lacks sense. The approved contract, in language drafted by SWBT, provides that SWBT will provide this billing system audit file to AT&T only twice a year (unless AT&T requests files more frequently). Attachment 6, Section 9.4.5.2.4.1. If SWBT is satisfied to have this audit performed only twice a year, it cannot reasonably insist on completion of the audit within a 3-day time frame. For the great majority of the year, many more than three days will have passed since the preceding audit; there can be no compelling reason for SWBT's proposed 3-day audit requirement. AT&T proposed to commit itself to a 30-day time frame in the contract it filed last November (the 30-day time frame was proposed and excluded from the contract as one of the "Appendix B" items identified in the December 19, 1996 Order). AT&T has offered to specify that these audits will be completed "in a reasonable time." If SWBT presents the issue for arbitration, AT&T submits that no change should be made in the contract in this regard, until AT&T has	reasonable time frame when companies are relying on this information for fraud protection. AT&T's offer is unacceptable to the industry as a whole. AT&T is also disingenuous in its request. Thirty days is not reasonable, as AT&T well knows. At least one other LSP is attempting to force SWBT to accept retail liability for calls validated against inaccurate data (and for which SWBT will receive less than a penny under TELRIC). AT&T itself is attempting to impose performance standards on SWBT that address data accuracy. AT&T's request for an entire month to correct inaccurate or missing data in LIDB should be rejected as harmful to all users of the database. AT&T has experience with auditing call-related databases. AT&T has years of experience administering its own calling card validation database and is well aware of the fraud risk inaccurate data imposes. AT&T wrongly characterizes SWBT's offer of a minimum of 2 scheduled audits per year as indication that SWBT's requirement lacks sense. On the contrary, SWBT initially offered AT&T up to 14 days to correct its data. AT&T argued for a reasonable time frame and finally defined reasonable as 30 days. SWBT countered then with three days and would agree to compromising back to the original 14 day offer. SWBT structured its audit offer around considerations for all LSPs, both large					

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Issue:	Reason why language should be included or excluded	Reason why language should be included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
NOTE: THE FOLLOWING ISSUES WERE ADDED TO THE MATRIX BY SOUTHWESTERN BELL							
17. Does FTA allow for an implementation schedule to be contained in an interconnection agreement?	No. SWBT wants to ignore, but cannot, that AT&T already has entered into the local service market. An implementation schedule is not necessary and should not be included in the existing Interconnection Agreement. First, SWBT's proposal is inconsistent with §§ 251 and 252 of the Federal Act and is intended solely to further its ability to gain premature long distance authority (even SWBT admits this objective). Second, SWBT's language is inappropriate because SWBT holds the key to AT&T's local service entry through its performance under the Agreement. Third, if SWBT's proposal is adopted, SWBT's incentives to impeded AT&T's local service entry would increase.	Yes. Section 27(c)(1)(B)(ii) contains provisions regarding "the provider's (the LSP's) failure to comply, within a reasonable period of time, with the implementation schedule..."		AT&T requests that SWBT's proposed language amendments to the existing approved Texas Interconnection Agreement be stricken in its entirety.	Upon approval by the Texas PUC, AT&T agrees to begin providing telephone exchange service to business customers within ___ days and to residential customers within ___ days within a certificated service area. [Dates to be determined by the Commission.]		
19. Is SWBT required to customize route all AT&T local calls to multiple SWBT end offices?	Yes. AT&T agrees with routing all operator services calls to a single destination for operator services. AT&T believes that the current Texas Interconnection Agreement language in this section provides for such capability. AT&T does not agree with SWBT's proposed amendment to the existing	No. The FCC Order requires SWBT to route all classes of calls (Operator Services, Directory Assistance, and Local) to a single destination.	Attachment 6 - LUNE, Section 5.2.3	AT&T requests that SWBT's proposed language amendments to the existing approved Texas Interconnection Agreement be stricken in its entirety.	[5.2.3] When AT&T requests Customized Routing, either through Unbundled Local Switching or Resale, SWBT will route local operator and directory assistance calls to a dedicated facility for transport to AT&T's Operator Services and Directory Assistance platforms. In addition, at AT&T's request, for the Unbundled Local		

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AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS

Issue:	Reason why language should be included or excluded	Reason why language should be included or excluded	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
20. SWBT's Statement of Issue: Paragraph 1.1 was not an agreed to paragraph at end of negotiations. However, the language in the AT&T submitted contract showed this paragraph as agreed.	conflict language because it would place a limitation on AT&T's use of direct dialed local calls. In SWBT's proposed language, SWBT seeks to limit AT&T's use of dedicated transport due to an alleged "technical feasibility" issue; but AT&T does not agree that such an issue exists. As AT&T local service volumes increase and traffic patterns are established between end offices, AT&T may choose to establish dedicated transport between end offices to more efficiently route calls. Furthermore, AT&T does not agree with SWBT's proposed language because it would require that all local calls must be routed in the same way in such a way that an LSP could not have some calls go to the tandem switch for processing and others directly to the end office. Under SWBT's proposal, all local calls would be forced to default to the tandem switch (an inefficient manner of handling calls), which is an inefficiency that SWBT does not have in its own network. SWBT's new language should be rejected in favor of efficient networks.	SWBT has no combinations in its Pricing Schedule)	Appendix Pricing UNE, section 1.1	AT&T requests that SWBT's proposal to amend the existing approved Texas Interconnection Agreement be denied. No change should be made to the existing and approved contract language.	1.1 AT&T agrees to compensate SWBT for unbundled Network elements at the rates contained in this appendix. Unbundled Network Elements are available from SWBT on a per unbundled Network Element basis or in combinations of elements at prices as contained in this appendix.	
AT&T's Statement of						

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X. SWBT ONLY
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS

Issue:	AT&T Reason why language should be Included or excluded	SWBT Reason why language should be Included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
Has the Commission previously approved contract language in Appendix Pricing UNE, Section 1.1 regarding inclusion of combinations?	mutually agreed to language by the parties subsequent to January 28, 1997 (italics), and disputed language for which the parties could not agree. Section 1.1, Appendix Pricing UNE is represented in the declined version exactly the way that the Commission approved the language. AT&T notes that in SWBT's version of the contract filed on July 21, 1997, there are numerous places in which SWBT has taken existing contract language and marked the language as AT&T proposed language for which SWBT objects. SWBT, however, misrepresents the language as currently being proposed by AT&T. The Arbitrators should reject SWBT's proposed revision to the current contract language in Appendix Pricing UNE. Section 1.1 since that section was approved previously by the Commission. SWBT's proposal to amend already agreed to language should be rejected. As can be seen in the column marked "AT&T's language" on this issue, AT&T and SWBT reached an agreement on this issue after the existing interconnection Agreement was approved. For reasons known only to SWBT, it now wants to renege on the agreement in an effort to place more time requirements on AT&T. Under the mutually-agreed to language, the parties are obligated to enter into interconnection agreements with third party wireless carriers in lieu of a revenue sharing mechanism when either party enters an agreement with a wireless provider. AT&T has no problem						
21. Once either party reaches an interconnection agreement with a CMRS provider, will SWBT continue to revenue share?		No, because SWBT will collect a transit rate only from the CMRS provider and AT&T will be obligated to negotiate its own compensation with CMRS providers.	Attachment 12: Compensation, sections 8.0, 8.1, 8.2, and 8.3	<u>8.0 Compensation for Terminating Cellular Traffic</u> <u>8.1 Appendix Cellular sets forth the terms and conditions under which the Parties will distribute revenue from their joint provision of Wireless Interconnection Service for mobile to landline traffic terminating through the Parties' respective interconnection service for mobile to landline traffic terminating through the Parties' respective interconnection agreement with a CMRS provider. Appendix Wireless shall no longer be applicable between the Parties with respect to such CMRS providers, and the other Party shall be obligated to enter into an agreement with such CMRS provider for the</u>			

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CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS

Issue:	AT&T Reason why language should be Included or excluded	SWBT Reason why language should be Included or excluded	Attachment and Sections:	AT&T Language such CMRS providers and the other Party shall be obligated within a reasonable length of time to enter into an agreement with such CMRS provider for the termination of wireless to landline traffic.	SWBT Language termination of wireless to landline traffic.	AT&T's Language Accepted	SWBT's Language Accepted
	with this agreement. SWBT's revisions, however, take out language from various sections which would allow either party to have a reasonable time to negotiate with the wireless provider for termination of traffic after the other party has reached such an agreement. Omission of this language places both parties in an awkward situation in which there are no standards for negotiation with a wireless carrier. AT&T believes that the current mutually-agreed to language should be approved.			8.2 AT&T will pay the Local Transit Traffic rate to SWBT for calls that originate on AT&T's network and are sent to SWBT as long as such a CMRS provider can be identified as wireless traffic. SWBT will pay the Local Transit Traffic rate to AT&T for such calls that originate on SWBT's network and are sent through AT&T for termination on a CMRS Provider's network. Each Party shall be responsible for interconnection agreements with CMRS providers for terminating compensation regarding traffic originating on the Party's network and terminating on the CMRS provider's network. The originating Party agrees to indemnify the transacting Party for any claims of compensation that may be made by the CMRS provider against the transacting Party regarding compensation for such traffic. When traffic is originated by either Party to a CMRS Provider, and the traffic cannot be specifically identified as wireless traffic for purposes of compensation between SWBT and LSP, the traffic will be rated either as Local, Optional or Access and the appropriate compensation rate shall be paid by the originating Party to the transacting Party.	LSP shall pay the Local Transit Traffic rate to SWBT for calls that originate on LSP's network and are sent to SWBT for termination to a CMRS Provider as long as such Traffic can be identified as wireless traffic. SWBT shall pay the Local Transit Traffic rate to LSP for such calls that originate on SWBT's network are sent through LSP for termination on a CMRS Provider's network. Each Party shall be responsible for interconnection agreements with CMRS providers for terminating compensation regarding traffic originating on the Party's network and terminating on the CMRS provider's network. The originating Party agrees to indemnify the transacting Party for any claims of compensation that may be made by the CMRS provider against the transacting Party regarding compensation for such traffic. When traffic is originated by either Party to a CMRS Provider, and the traffic cannot be specifically identified as wireless traffic for purposes of compensation between SWBT and LSP, the traffic will be rated either as Local, Optional or Access and the appropriate compensation rate shall be paid by the originating Party to the transacting Party.		
				8.3 When traffic is originated by either			

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X. SWBT ONLY
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS

Issue:	AT&T Reason why language should be included or excluded	SWBT Reason why language should be included or excluded	Attachment and Section(s)	AT&T Language Party to a CMRS Provider, and the traffic cannot be specifically identified as wireless traffic for purposes of compensation between SWBT and AT&T, the traffic will be relied either as Local or Access and the appropriate compensation rates shall be paid by the originating Party to the transiting Party.	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
22. Should AT&T obtain a separate NXX code for each SWBT exchange?	The Arbitrators should reject SWBT's attempt to amend the existing Texas Interconnection Agreement for two reasons: (1) SWBT's proposal would require AT&T to obtain NXX codes for each SWBT rate center at a time when NXX codes are at a premium; and (2) SWBT's language would require AT&T to obtain a separate NXX code for each SWBT rate center. AT&T believes that SWBT's requirement is unnecessary. SWBT claims that the separate NXX code for each SWBT rate center is needed, is related to a perceived problem with its current billing record. SWBT is wrong. With respect to the first rationale, SWBT should not be allowed to impose a requirement that will require AT&T to try to obtain additional NXX codes. To date, AT&T has been able to obtain only 15 NPA-NXX codes in Texas. To invoke SWBT's proposal, AT&T would require over 60 NXX codes. SWBT's proposal would accelerate NXX-code exhaust unnecessarily. As to AT&T's second reason, the billing record that SWBT uses is known as a	Yes. This will enable AT&T and SWBT to identify the jurisdictional nature of the traffic.	Attachment 21	AT&T requests that SWBT's proposed language amendments to the existing approved Texas Interconnection Agreement be stricken in its entirety.	At a minimum, in those Metropolitan Exchange Areas where LSP intends to provide local exchange service, LSP shall obtain a separate NXX code for each SWBT exchange or group of exchanges that share a common mandatory calling scope as defined in SWBT tariffs. This will enable LSP and SWBT to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.		

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X. SWBT ONLY
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS

Issue:	Reason why language should be included or excluded	SWBT Reason why language should be included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
23. SWBT Statement of Issue: As a result of this arbitration request in Docket 17579 should changes to the General Terms and Conditions from the original contract approved in Docket 18226 be modified?	AT&T proposes that the results of this arbitration proceeding be incorporated into the current Texas Interconnection Agreement in such a manner that does not affect the current force and effect of the existing contract. AT&T proposes that language be added to the General Terms and Conditions of the existing Interconnection Agreement that: (1) indicates that the results of this further arbitration will be an amendment to the Agreement; (2) the current Interconnection Agreement will remain in full force and effect, except as specifically amended; and (3) the Agreement and the amendments to the agreement will be incorporated into a single document for convenience of the parties.	Reason why language should be included or excluded: "92.99" record. Rather than insert a brand new NPA-NXX (which is the billing result of requiring the LSP to obtain a new NXX code for each SWBT rate center), SWBT can use existing fields in SWBT's billing records. Use of the "Originating LEC NECA Code Field" and "Traffic Type Field." SWBT can identify the LSP to bill and whether to bill the call as local or access. The added benefit of AT&T's suggestion is that it also prepares SWBT's billing platform for long-term local number portability and forms of interim number portability (e.g., Flex DID).					
AT&T's Statement of Issue: How should the results of this further Arbitration proceeding be incorporated into the current Texas Interconnection Agreement?	AT&T opposes SWBT's proposed language because it is unnecessarily ambiguous and could be misconstrued. AT&T's proposed language accomplishes the apparent intent of SWBT's, but is	No. SWBT's proposed paragraph memorializes that SWBT and AT&T have already entered into an operational Interconnection agreement in Texas, which has been approved by the Commission. The paragraph further points out that the subsequent document is merely an addendum to, and does not supersede, the original agreement.		SWBT and AT&T have already entered into an interconnection agreement in Texas which has been approved by the Texas Public Utility Commission and on file with the Texas Commission since January 22, 1997 ("Agreement"). This document is an amendment to the Agreement, and except as otherwise provided herein, the Agreement remains in full force and effect. For the convenience of the parties, the parties have separately prepared a document that includes the operative terms of the Agreement and this amendment ("Conforming Agreement"), and the parties agree that the Conforming Agreement accurately reflects all the terms of the Agreement, as amended.			

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X. SWBT ONLY
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS

Issue:	AT&T Reason why language should be Included or excluded more specific.	SWBT Reason why language should be Included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
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**IX. DISPUTE RESOLUTION/MOST FAVORED NATION
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS**

Issue:	Reason why language should be included or excluded	AT&T	Reason why language should be included or excluded	SWBT	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
1. Dispute Resolution Procedures Should the Agreement contain provisions allowing disputes to be taken either to the Texas PUC or to binding commercial arbitration, and should the commercial arbitration provisions in the Agreement provide for speedy and effective resolution of disputes?	Yes. As the Commission is well aware, a substantial need exists to ensure that parties to interconnection Agreements are able to have disputes resolved in a swift, effective manner. At the time the original dispute resolution procedures currently contained in the Interconnection Agreement were negotiated with SWBT, no one was aware that additional arbitrations would be needed, nor was there awareness that disputes could arise which would severely impede if not foreclose market entry and effective competition. Unfortunately, facts now known show that the conditions under which the prior dispute resolution procedures were negotiated have materially changed and a compelling need exists for parties - especially LSPs - to have effective, swift dispute resolution procedures in place. The public interest necessitates that the Commission include the dispute resolution procedures AT&T has proposed in this respect. The dispute resolution procedures which AT&T is proposing for commercial arbitration in the Agreement parallel the recommendations AT&T has made to the Commission in Project No. 17329, which concerns dispute resolution procedures at the Commission. AT&T's proposed Terms and Conditions changes would allow either party to elect to take disputes either to the PUC or to commercial arbitration (Section 9.5.1). If each party elected a different route, the matter would go to the PUC. Section 9.5.1 then incorporates new Attachment 25. Dispute Resolution Procedures.	AT&T	Reason why language should be included or excluded	SWBT	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
				SWBT opposes any revisions to this section of the Interconnection Agreement. There was complete agreement during the first Arbitration and the Commission has already approved a signed Agreement covering this issue. The language contained in the current Agreement is designed to ensure that dispute resolution provisions do not deprive the parties of remedies they would otherwise have pursuant to law, equity, or agency mechanisms in case of disputes over matters not specifically addressed in the Agreement or that otherwise require further negotiation or modification of the Agreement. Certainly, the parties can mutually agree to utilize the dispute resolution procedures of the Agreement in any case, and can reasonably be expected to do so in cases without lasting potential impacts. There is no justification for imposing mandatory, binding arbitration. The dispute resolution procedures in the Agreement should be restricted to their proper scope - disposing of relatively minor billing disputes (as provided in paragraphs 9.4.1 through 9.4.5) and relatively minor contract interpretation disputes (as provided in 9.5.1). In addition, AT&T is collaterally pursuing this issue in Project No. 17329.	Terms & Conditions, Sections 9.3.1 through 9.6.1 Attachment 25: Dispute Resolution Procedures	9.3.1 In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. Either Party may invoke formal dispute resolution procedures including private commercial arbitration or dispute resolution or arbitration before the Texas Public Utility Commission (PUC) not earlier than thirty (30) days after the date of the letter initiating dispute resolution under this paragraph. 9.4 Billing Disputes AT&T proposes to delete existing 9.4.1, 9.4.2 and 9.6.1 and replace those provisions with the following.	SWBT opposes any revisions to this section of the Texas Interconnection Agreement.		

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(AT&T) 7/28/97
Dispute Resolution/Most Favored Nation - I

**IX. DISPUTE RESOLUTION/MOST FAVORED NATION
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS**

Issue:	Reason why language should be included or excluded	Reason why language should be included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
	Attachment 25 consists of two main parts. The first portion of the attachment deals with non service-affecting or provisioning-affecting disputes. The second portion (Appendix 1) provides expedited process for service-affecting disputes. For non service-affecting disputes, matters may be heard within 80 days of notification of a dispute, with a decision rendered 30 days thereafter. For expedited matters, procedures would allow for a resolution within approximately 30 days of notification of the dispute. SWBT objects to AT&T's proposed language in the body of the Agreement, and it objects to Attachment 25 in its entirety. AT&T submits that the public interest requires that parties who enter interconnection agreements have available to them not only Commission procedures but commercial arbitration dispute resolution procedures which are prompt and effective. At the time the original Agreement was negotiated, a compelling need for the types of provisions proposed by AT&T here was not known; that such a need exists today is not open to legitimate dispute. AT&T therefore requests the Commission to include its proposed language and to include Attachment 25 to the Interconnection Agreement	Reason why language should be included or excluded	Attachment and Sections	AT&T Language 9.4.1 The Parties agree that with respect to matters that are purely unresolved billing disputes, all bills, including bills disputed in whole or in part, are to be paid when due, that interest applies to all overdue invoices as set forth in Section 8.1 to this Agreement, and that no other late payment fee or charge applies to overdue invoices. The Parties further agree that if any billing dispute is resolved in favor of the disputing Party the disputing Party will receive, by crediting or otherwise, interest applied to the disputed amount as set forth in Section 8.1. 9.4.3 Each Party agrees to notify the other Party of a billing dispute and may invoke the informal dispute resolution process described in Section 9.2. The parties will endeavor to resolve the dispute within thirty (30) calendar days of the Bill Date on which such disputed charges appear, or, if the charges have been subject to the bill closure process described in Section 9.4.2, above, within thirty (30) calendar days of the closure of the billing period covered by such bill closure process. SWBT Language 9.5 Formal Resolution of Disputes/Other Disputes 9.5.1 Election of Remedies - Except as otherwise specifically set forth in this Agreement, for all disputes arising out of or pertaining to this Agreement, including but not limited to matters not specifically addressed elsewhere in this Agreement which require clarification, renegotiation,			

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**IX. DISPUTE RESOLUTION/MOST FAVORED NATION
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS**

Issue:	AT&T Reason why language should be Included or excluded:	SWBT Reason why language should be Included or excluded:	Attachment and Sections:	AT&T Language modifications or additions to this Agreement, the dispute will be resolved either through proceedings at the Texas Public Utility Commission (PUC) or through private commercial binding Arbitration as specified in Attachment 25: Dispute Resolution Procedures and Appendix 1 thereto, at the complaining party's election. In the event both parties file complaints simultaneously regarding the same or similar area(s) or dispute, the dispute shall be resolved through proceedings at the PUC.	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
2. "Most Favored Nations" Clause Should the Agreement contain a so-called "Most Favored Nations" clause which allows LSPs to adopt the provisions of other	Yes. In order to fulfill the Federal Act's requirement that a LEC make available any interconnection, service, or network element it provides pursuant to an interconnection agreement to any other requesting carrier, AT&T's bolded and underlined language should be included, and SWBT's bolded language should be excluded.	AT&T's proposed language would allow AT&T to pick and choose individual words and phrases out of any SWBT interconnection agreement and make those words and phrases applicable to AT&T's agreement with SWBT. This is a recipe for chaos, because the AT&T/SWBT interconnection agreement, if subject to such micro-surgery, would	31.1	31.1 If SWBT enters into an agreement (the "Other Agreement") approved by the Texas PUC pursuant to Section 252 of the Act, which provides for the provision of arrangements covered in this Agreement, to another requesting Telecommunications Carrier, SWBT will make available in Texas, to AT&T			

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**IX. DISPUTE RESOLUTION/MOST FAVORED NATION
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS**

Issue:	AT&T Reason why language should be included or excluded	SWBT Reason why language should be included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
Interconnection agreements?	AT&T believes that its proposed language is consistent with Section 252(f) of the Act. It would allow AT&T - or any other LSP - to obtain the benefits of provisions dealing with Interconnection, Resale services or Network Elements contained in other Interconnection agreements, under the same terms and conditions. In contrast, SWBT's proposed language would limit parties' rights to other Interconnection Agreements. Moreover, it would prevent AT&T from being able to take advantage of any other Interconnection Agreement that might be forthcoming, for the life of this Agreement. SWBT's language is but an attempt to distort the Act's meaning, in a way which unfairly favors it. SWBT's proposal is thus inappropriate. AT&T's language is reasonable, consistent with the Act, and should be adopted.	SWBT's language would give AT&T the flexibility needed to take advantage of the "Most Favored Nations" provisions of the FTA96, while at the same time, providing for a reasonable and manageable Interconnection process. In addition, this issue could be affected by the appeal pending in the Eighth Circuit Court.		prices, terms or conditions offered to that other party in place of the prices, terms or conditions in this Agreement. AT&T may exercise this option by delivering written notice to SWBT. SWBT will thereafter continue to provide Resale services, Network Elements or Combinations to AT&T, as required by this Agreement, subject to the prices, terms, or conditions of such other agreement.	such arrangements upon the same rates, terms and conditions as those provided in the Other Agreement. At its sole option, AT&T may avail itself of either (i) the Other Agreement in its entirety or (ii) the prices, terms and all material conditions of the Other Agreement that directly relate to any of the following duties as a whole: (1) All Interconnection Rates - Section 251(c)(2) of the Act; or Access to Unbundled Network Elements - Section 251(c)(3) of the Act; (2) Resale - Section 251(c)(4) of the Act; or (3) Collocation - Section 251(c)(8) of the Act; or (4) Number Portability - Section 251(b)(2) of the Act of this STC; or (5) Access to Rights of Way - Section 251(b)(4) of the Act; or (6) Cellular Traffic; (7) White Pages; (8) Operator Services; (9) Directory Assistance.		

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**XI. COLLOCATION - TERMS & CONDITIONS
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS**

Issue	AT&T Reason why language should be Included or excluded	SWBT Reason why language should be Included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T Language Accepted	SWBT Language Accepted
1. AT&T Statement of Issue: Should the terms and conditions for physical collocation be consistent with the requirements for collocation that are beyond the Arbitration Award and/or Telecommunications Act of 1996?	No. There are several provisions in SWBT's tariff which expand or augment the requirements for collocation that go beyond what is provided for in the Texas Arbitration Award and the Telecommunications Act of 1996. It is apparent that SWBT intends to use provisioning of collocation through the tariff to augment the requirements for LSPs to collocate in SWBT facilities. As a policy, the Commission should determine that SWBT does not have authority for provisioning collocation that exceeds the authority or requirements contained in the Arbitration Award and FTA96.	SWBT cannot respond to this issue until such time as AT&T provides proposed tariff changes. AT&T claims there are several provisions of SWBT's tariff that augment or expand requirements of collocation beyond the Arbitration Award or FTA 96. Yet, AT&T gives no indication of which provisions of the tariff they allege have expanded the Order or Law. It must also be realized that the Order and Law only provide guidelines for the provision of Physical Collocation. Specific tariff language in the form of terms and conditions is necessary to make an offering of service. However, all of the provisions contained in SWBT's tariff are required to provide Physical Collocation in full compliance with the Law and PUC Order on a just, reasonable and fair, non-discriminatory basis to all affected petitioners.	Policy Decision applicable to tariff in its entirety.				
2a AT&T Statement of Issue: Should SWBT's physical collocation tariff contain specific terms, conditions, and rates which apply to and control environment vaults (CEVs), huts, and cabinets?	Yes. There are no specific provisions for CEVs, huts, and cabinets in SWBT's proposed tariff, except for inclusion of CEVs, huts, and cabinets in the definition of "Eligible Structure" (Section 1, Sheet 2). The terms and conditions for central offices are not necessarily applicable to these other structures. Access points for dark fiber and other interconnection will be seriously hampered if provisions for these structures are not included. Absence of specific terms and conditions for CEVs, huts, and cabinets creates significant uncertainties concerning terms and conditions, as well as pricing.	This issue has already been addressed and decided in the first arbitration and is inappropriate for further consideration. ASWB must provide collocation at CEVs, huts, and cabinets provided there is space available for collocation and for reasonable security arrangements. 11/07/96 Award at paragraph 10. SWBT is willing to provide physical collocation space to interconnectors provided such space exists for a secured area to be dedicated to the interconnector for it to install and maintain its equipment. SWBT has determined that no CEV, hut or cabinet location in Texas has enough unused space to provide such a secured area. However, SWBT is willing to accept	There are no specific provisions for CEVs, huts, and cabinets, except for Definition of "Eligible Structure", Section 1, Sheet 2.	AT&T proposes that the Arbitrator's order SWBT to prepare specific terms and conditions for physical collocation in CEVs, huts, and cabinets. SWBT's proposed language could be reviewed in the tariff compliance process by AT&T and other affected parties. SWBT's terms and conditions for physical collocation in CEVs, huts and cabinets should reflect new entrants' intended use of such space, i.e., rack mounting.	SWBT does not have any terms and conditions, except for definition of "Eligible Structure".		
SWBT Statement of Issue: Has the Commission already made a determination with respect to physical collocation in CEVs, huts and cabinets?							

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**XI. COLLOCATION - TERMS & CONDITIONS
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS**

Issue:	AT&T Reason why language should be included or excluded	SWBT Reason why language should be included or excluded	Attachment and Section	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
2b. AT&T Statement of Issue: Should SWBT be required to provide a list to AT&T of CEVs, huts, and cabinets located in Texas which are eligible structures?	Yes. AT&T has requested a list of all eligible CEVs, huts, and cabinets located in Texas that SWBT considered to be eligible structures for physical collocation. No list has been provided, nor are the locations included in the proposed tariff for identification or pricing.	See SWBT's response to issue 2a. Moreover, AT&T's agreement provides a manner in which AT&T can obtain information about these facilities according to the provisions set forth in AT&T's Interconnection Agreement at Appendix Poles, Conduits & Rights of Way.	Currently not included in tariff.	The Arbitrator should order SWBT to provide a list of CEVs, huts, and cabinets where physical collocation is technically feasible, without use of SWBT's delaminated space/security limitations.	None.		
SWBT Statement of Issue: See Issue 2a. 2d. AT&T Statement of Issue: Should SWBT be required to provide tariffed rates for CEVs, huts, and cabinets?	Yes. The Arbitration Award requires SWBT to provide tariffed collocation rates. The FCC Order requires collocation rates to be cost-based. To date, the only proposed tariffed rates affect collocation in central offices. The same policy decision should apply to collocation in CEVs, huts, and cabinets, and central offices.	See response to issues 2a.	Currently not included in tariff.	SWBT should be required to provide cost-based rates for physical collocation based on the types of arrangements that are reasonable for physical collocation in CEVs, huts, and cabinets.	None.		
SWBT Statement of Issue: See Issue 2a.							

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(AT&T) 7/28/97
Collocation-Terms & Conditions 2

**XL COLLOCATION - TERMS & CONDITIONS
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS**

Issue:	AT&T Reason why language should be included or excluded	SWBT Reason why language should be included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
3c. Should SWBT be required to permit neutral third party inspections of its central offices to determine the availability of collocation space?	Yes. The use of neutral third party inspections will assist in the efficient determination of availability of collocation space. SWBT's tariff proposes use of dispute resolution for this decision, which may not result in a quick resolution of the dispute. Therefore, the collocators should be provided the option to utilize neutral third party inspections of its central offices to resolve space availability issues.	This issue is not appropriate for consideration as it was addressed and decided in the first arbitration and should not be the subject of further consideration. Where the parties cannot reach agreements regarding space, the determination will be made by a third party engineer. 11/07/96 Award, paragraph 10.	Definition of "Eligible Structure," Section 1, Sheet 2, Section 1, Sheet 14.1, § 8.2.1	Eligible Structure - Denotes where space is available, where not impractical for technical reasons, and where not prohibited or restricted by legal obligations, in . . . (3) a structure that houses SWBT transmission facilities, including CEVs, huts, and cabinets . . . that serve as remote terminal sites and house SWBT telecommunications equipment such as loop concentrators or multiplexers, and (8) house network facilities. The use of a neutral third party is permitted to determine if space for physical collocation can be provided in SWBT structures. SWBT does not consider to be eligible due to space considerations or because SWBT does not consider physical collocation to be technically feasible. Secure Access Arrangement - Denotes arrangements that are either physically separated from SWBT's central office equipment or arrangements whereby security escorts are paid for by the collocator on an as required basis. In the case of collocation arrangements in central offices, physical partitioning of the collocation area is required. In the case of Controlled Environmental Vaults, huts, and cabinets, security escorts will be permitted in lieu of physical separation requirements.	Eligible Structure - Denotes where space is available, where not impractical for technical reasons, and where not prohibited or restricted by legal obligations, in . . . (3) a structure that houses SWBT transmission facilities, including CEVs, huts, and cabinets . . . 6.2.1 If SWBT and the Collocator cannot reach agreement on space availability in an Eligible Structure, the determination will be made by a third party engineer. Notification from the Collocator to SWBT that a request for this resolution is required must be made in writing to SWBT within ten (10) business days after the Collocator has been so notified that no Space exists for physical collocation. SWBT and the Collocator will then acquire the services of a third party engineer through the American Arbitration Association (AAA), with associated costs for such services being borne equally by SWBT and the Collocator. SWBT and the Collocator will be bound by the rules, procedures and findings of the AAA.		

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**XI. COLLOCATION - TERMS & CONDITIONS
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS**

Issue:	Reason why language should be included or excluded	Reason why language should be included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
4a. AT&T Statement of Issue: Should SWBT be required to provide terms and conditions to allow LSPs to inspect SWBT central offices for availability of space, and to allow an LSP to inspect the construction for an LSP's collocation space?	Yes. Currently SWBT refuses to allow LSP representatives access to central offices, CEVs, huts, and cabinets to view progress of construction of collocation space. Such access can be provided in such a manner as to allow LSPs such access without harming SWBT's security control.	SWBT will provide determination of space availability as described in 3c. above. Inspections at 50% completion are reasonable and beneficial to both parties. Once construction is complete, a joint inspection occurs prior to the collocator occupying the space. Any additional inspections requested by the collocators would be charged on a per trip basis, including overhead cost and travel expenses. SWBT does not have personnel dedicated to scheduling and providing such inspection tours. Thus AT&T's request must be denied or, if adopted, additional cost elements must be added to the proposed tariff.	Not in tariff.	See AT&T's proposed language in Issue No. 3c.	None.		
SWBT Statement of Issue: AT&T's statements in 4a. should not be an issue in that the Commission has already ruled as stated in 3c. above. Should SWBT retain the right to restrict entry to collocators prior to and during construction of collocation space?	Yes. At the option of the collocator, one method to enable collocator access to SWBT facilities in which equipment is collocated is to enable the collocator to pay for security escorts. The parties would agree to a list of acceptable escorts, thereby allowing arrangements for such service to be made directly with the service. This service would also enable design of collocation facilities that may not require the construction of separate facilities (in each instance).	No. First, due to the space limitations described in 2a., AT&T should not access huts, vaults and cabinets. Second, with respect to central offices as well as other SWBT premises, AT&T's suggestion directly contradicts the FCC's 08/08/96 Order that "permits LECs to require reasonable security arrangements to separate an entrant's collocation space from the incumbent LEC's facilities." Paragraph 598.	Not in tariff.	4.6 Construction Inspections - During the construction of collocation cages and any associated security systems, SWBT will permit collocators to inspect such construction upon request. Requests for construction inspections shall be given to the contact number as specified in Section 1.5.3 at least 5 working days in advance, unless extraordinary circumstances exist.	None.		

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**XI. COLLOCATION - TERMS & CONDITIONS
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS**

Issue:	Reason why language should be included or excluded	SWBT Reason why language should be included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
requiring separation of SWBT and collocater facilities within these structures?	within SWBT space. Such an option could also be more cost efficient for collocaters and SWBT.						
SWBT Statement of Issue: Should SWBT allow access to SWBT facilities and equipment?							
5. AT&T Statement of Issue: Should the terms and conditions for physical collocation specifically allow for remote switch modules as authorized in the Arbitration Award and Telecommunications Act of 1996?	Yes. SWBT and AT&T entered into a stipulation which authorized the collocation of remote switch modules in SWBT facilities. The tariff does not reference remote switch modules specifically, which can cause ambiguity in the interpretation of the tariff. The Award also requires SWBT to allow collocation of this equipment. Therefore the reference to remote switch modules should be incorporated explicitly in the tariff.	SWBT will respond with respect to physical collocation consistent with the Arbitration Award and in compliance with the stipulation agreements. Development of the Infrastructure Area Charge and the nonrecurring charge for power and grounding in the proposed tariff does not include the additional costs associated with providing the support for RSM equipment. These additional costs are expected to be significant and if included in the tariff rates for all types of collocation, would significantly increase the nonrecurring charges. Physical Collocation and other associated costs for RSMs will be developed on an ICB basis consistent with Section 2, Sheet 5, paragraph 3.4 of the tariff.	Section 1, Sheet 20, § 9.1, ¶ 1.	9.1 The Collocater may locate nonswitching telecommunications equipment for interconnection to SWBT under 47 U.S.C. 251(c)(2) and accessing SWBT's unbundled network elements under 47 U.S.C. 251(c)(3) of the FTA96, but the Collocater shall not place equipment used for enhanced services in the Dedicated Space. Equipment used for interconnection and access to unbundled network elements includes, but is not limited to transmission equipment such as optical terminating equipment and multiplexers.	9.1 The Collocater may locate non-switching telecommunications equipment for interconnection to SWBT under 47 U.S.C. 251(c)(2) and accessing SWBT's unbundled network elements under 47 U.S.C. 251(c)(3) of the FTA96, but the Collocater shall not place equipment used for enhanced services in the Dedicated Space. Equipment used for interconnection and access to unbundled network elements includes, but is not limited to transmission equipment such as optical terminating equipment and multiplexers.		
SWBT Statement of Issue: Should the terms and conditions for physical collocation specifically allow for remote switch modules as authorized in the Arbitration Award?	Yes. These two publications are referred to and incorporated by reference in SWBT's collocation tariff. Indeed, collocaters are expected to abide by the terms and conditions of those publications, in addition to those provided in the tariff. Moreover, as the publications change (at SWBT's	Yes. SWBT can not properly respond to this issue without the knowledge of the language that AT&T would propose. Additionally, AT&T has not indicated that it objects to any of the provisions in the technical publications. However, many technical publications are referenced in tariffs and Commission Substantive	Section 1, Sheet 25, § 10.1	10.1 The Collocater acknowledges the standards set forth in SWBT's publications entitled "... SWBT's 'Interconnector's Technical Publication for Physical Collocation' and 'Technical Publication 78300, Installation Guide,' are intended for informational purposes only, in the	10.1 The physical collocation provided hereunder is made available subject to and in accordance with the standards set forth in ... The collocater acknowledges the standards set forth in SWBT's publications entitled "Interconnector's Technical Publication for Physical Collocation" dated February		

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**XI COLLOCATION - TERMS & CONDITIONS
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS**

Issue:	AT&T Reason why language should be included or excluded	SWBT Reason why language should be included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
Collocation and "Technical Publication 76300, Installation Guide" approved by the Commission as a condition of SWBT's collocation tariff being approved? SWBT Statement of issue: Should SWBT be permitted to require physical collocation to comply with technical standards and publications established to protect network reliability and network integrity?	decision), the terms and conditions of the tariff approved by the Commission change. Therefore, these technical publications should be reviewed in their totality and approved as base-line documents. To the extent that modifications need to be made in the technical publications to meet the requirements of the Commission in this Arbitration, SWBT should be ordered to do so.	Rules, yet the burdensome process proposed by AT&T has never been incorporated. These publications deal with technical network connections and building architectures that are designed to protect the integrity of SWBT's network. This integrity must not be compromised. It is not the purpose of these arbitrations for this Commission to approve the detailed network operations and building architectures of SWBT's telecommunications network, nor is any such requirement contained in PURA95 or FTA96. Clearly this is an attempt by AT&T to interfere itself into how SWBT should operate its network, construct or design its buildings and to control these procedures. This Commission should not be required to rule on SWBT's technical network architecture or building structures. AT&T and all other collocation must be required to conform to the building and network designs that SWBT has established to assure network reliability and network integrity. SWBT opposes any tariff revisions or requirement to have its network and building technical publications approved by the Commission.		event of any inconsistency between SWBT's "Interconnector's Technical Publication for Physical Collocation, and "Technical Publication 76300, Installation Guide," and any revision of the foregoing publication (whether or not objected to by the collocator), this tariff will control. Additionally, AT&T recommends that SWBT be ordered to revise the technical publications to indicate which provisions apply to collocators.	1997 and "Technical publication 76300, Installation guide," and the collocator will follow those publications, except as those publications are modified by this tariff. In the event of any inconsistency between SWBT's "Interconnector's Technical Publication for Physical Collocation" and "Technical Publication 76300, Installation Guide," and any revision of the foregoing publications (whether or not objected to by the collocator), this tariff will control.		
6b. AT&T Statement of issue: Should the tariff allow for a dispute resolution process to the Commission in the event of a dispute on the revisions to the SWBT's Technical Publications for	Yes. The tariff currently requires the parties to attempt to resolve any disputes arising over notification of changes to these technical publications. The tariff does not provide any dispute resolution process for the parties to use if the objections are not resolved. The Commission is in the process of developing a dispute resolution process	No. SWBT is unable to fully reply to this issue until it has an opportunity to review AT&T's proposed language. The current tariff language provides a process for the collocator to object to any revisions in the Technical Publications. If a decision is made to extend additional terms in the tariff to address dispute resolution on this issue, the result should be consistent	Section 1, Sheet 25, § 10.2	10.3 Dispute Resolution Process For Revisions or Implementation of Technical Publications - Disputes that cannot be resolved by the parties regarding revisions to or implementation of SWBT technical publications that apply to physical collocation arrangements will be resolved use of (1) mediation, (2) any	10.2 Any revision to SWBT's Technical Publication for Physical Collocation, or its Technical Publication 76300, shall become effective and thereafter applicable under this tariff thirty (30) business days after such revision is released by SWBT except for those particular revisions to which the Collocator specifically objects within		

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**XI. COLLOCATION - TERMS & CONDITIONS
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS**

Issue:	Reason why language should be included or excluded	Reason why language should be included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
Physical Collocation or Technical Publication No. 763007	(and expedited processes also) that could efficiently be used to resolve these objections.	with SWBT's position on the proposed dispute resolution rule in Project No. 17529 where AT&T is collaterally pursuing this issue.		dispute resolution process promulgated by the commission, or (3) binding arbitration. The Collocator may use any of these options to obtain a resolution of the dispute.	fifteen (15) business days of receipt, providing an explanation for each objection. Upon each such objection, SWBT and the Collocator shall attempt to negotiate a resolution to any such objections.		
SWBT Statement of Issue: Should the collocation tariff contain specific dispute resolution procedures for changes to SWBT's technical publications? Also, see, Issue 6a.	No, the tariff should not be limited to three parties. It is not clear from the tariff as to whom the tariff applies. To the extent that the Commission determines that the tariff should be limited to only those parties that disputed collocation issues in the first SWBT arbitration, then tariff should specifically identify those parties to assure there is no confusion.	Yes. Clearly, the collocation tariff and any other collocation provisions that result from any Commission order or award in this arbitration apply only to the parties that have raised those issues in this arbitration. AT&T is definitely one of the parties to which the approved tariff will apply. LSP's, or any other person or company, that are not a party to collocation issues in this docket are no more eligible to receive service under the collocation tariff than they are to receive any other service under the provisions of any award or order in this proceeding. The terms, conditions and rates of the collocation tariff may apply to other prospective collocators pursuant to the "Most Favored Nation" (MFN) provisions of FTA. The Award at paragraph 13 recognizes this position and the ALJ approved this position in her order dated March 19, 1997. Although SWBT does not believe it necessary, SWBT would not oppose listing the affected petitioners to this arbitration in the tariff.	Section 1, Sheet 1, §1.4	1.4 Physical collocation arrangements provided pursuant to this tariff are made available to those parties who raised the issue as participants in Docket Nos. 16189, 16196, 16285, and 16290 (the "Consolidated Award"), before the Commission including AT&T Communications of the Southwest Inc., MCI Communications, and Teleport Communications Group. The physical collocation arrangements provided for in this tariff may also be available to parties outside the aforementioned dockets under the Most Favored Nation (MFN) provision of the FTA.	1.4 Physical collocation arrangements provided pursuant to this tariff are made available to those parties who raised the issue as participants in Docket Nos. 16189, 16196, 16285 and 16290 (the "Consolidated Award"), before the Commission.		
AT&T Statement of Issue: Should the rates, terms and conditions for physical collocation contained in SWBT's proposed tariff be limited to AT&T, MCI, and TCG? If so, should the tariff be clarified to include the specific identification of those parties?	No, the tariff should not be limited to three parties. It is not clear from the tariff as to whom the tariff applies. To the extent that the Commission determines that the tariff should be limited to only those parties that disputed collocation issues in the first SWBT arbitration, then tariff should specifically identify those parties to assure there is no confusion.	Yes. Clearly, the collocation tariff and any other collocation provisions that result from any Commission order or award in this arbitration apply only to the parties that have raised those issues in this arbitration. AT&T is definitely one of the parties to which the approved tariff will apply. LSP's, or any other person or company, that are not a party to collocation issues in this docket are no more eligible to receive service under the collocation tariff than they are to receive any other service under the provisions of any award or order in this proceeding. The terms, conditions and rates of the collocation tariff may apply to other prospective collocators pursuant to the "Most Favored Nation" (MFN) provisions of FTA. The Award at paragraph 13 recognizes this position and the ALJ approved this position in her order dated March 19, 1997. Although SWBT does not believe it necessary, SWBT would not oppose listing the affected petitioners to this arbitration in the tariff.	Section 1, Sheet 1, §1.4	1.4 Physical collocation arrangements provided pursuant to this tariff are made available to those parties who raised the issue as participants in Docket Nos. 16189, 16196, 16285, and 16290 (the "Consolidated Award"), before the Commission including AT&T Communications of the Southwest Inc., MCI Communications, and Teleport Communications Group. The physical collocation arrangements provided for in this tariff may also be available to parties outside the aforementioned dockets under the Most Favored Nation (MFN) provision of the FTA.	1.4 Physical collocation arrangements provided pursuant to this tariff are made available to those parties who raised the issue as participants in Docket Nos. 16189, 16196, 16285 and 16290 (the "Consolidated Award"), before the Commission.		
SWBT Statement of Issue: Does SWBT's proposed tariff appropriately address the eligible parties to which the tariff applies?	No, the tariff should not be limited to three parties. It is not clear from the tariff as to whom the tariff applies. To the extent that the Commission determines that the tariff should be limited to only those parties that disputed collocation issues in the first SWBT arbitration, then tariff should specifically identify those parties to assure there is no confusion.	Yes. Clearly, the collocation tariff and any other collocation provisions that result from any Commission order or award in this arbitration apply only to the parties that have raised those issues in this arbitration. AT&T is definitely one of the parties to which the approved tariff will apply. LSP's, or any other person or company, that are not a party to collocation issues in this docket are no more eligible to receive service under the collocation tariff than they are to receive any other service under the provisions of any award or order in this proceeding. The terms, conditions and rates of the collocation tariff may apply to other prospective collocators pursuant to the "Most Favored Nation" (MFN) provisions of FTA. The Award at paragraph 13 recognizes this position and the ALJ approved this position in her order dated March 19, 1997. Although SWBT does not believe it necessary, SWBT would not oppose listing the affected petitioners to this arbitration in the tariff.	Section 1, Sheet 1, §1.4	1.4 Physical collocation arrangements provided pursuant to this tariff are made available to those parties who raised the issue as participants in Docket Nos. 16189, 16196, 16285, and 16290 (the "Consolidated Award"), before the Commission including AT&T Communications of the Southwest Inc., MCI Communications, and Teleport Communications Group. The physical collocation arrangements provided for in this tariff may also be available to parties outside the aforementioned dockets under the Most Favored Nation (MFN) provision of the FTA.	1.4 Physical collocation arrangements provided pursuant to this tariff are made available to those parties who raised the issue as participants in Docket Nos. 16189, 16196, 16285 and 16290 (the "Consolidated Award"), before the Commission.		

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**XI. COLLOCATION - TERMS & CONDITIONS
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS**

Issue:	AT&T Reason why language should be included or excluded	SWBT Reason why language should be included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T Language Accepted	SWBT's Language Accepted
6a. AT&T Statement of Issue: Limitation of Liability -- Should SWBT's damages be for its own negligence be limited to the monthly charges and prevent recovery of damages as allowed by the Interconnection Agreement and/or by the laws of the State of Texas? SWBT Statement of Issue: Should SWBT be permitted to avail itself of the same standard of liability that it would impose on physical collocators consistent with the FCC Order of 06/13/97?	No. A tariff provision should not limit recovery of damages authorized under the Interconnection Agreement or law.	Yes. The FCC's 06/13/97 Order recognizes in paragraphs 357 through 361 that both the LEC and the collocator should be subject to the same limitation of liability language. The limitation of liability language contained in the tariff must stand on its own and not be reliant upon external documents including the interconnection agreement. SWBT's tariff language provides for parity and as such is reasonable and nondiscriminatory. Absent such limitation of liability language, neither SWBT nor the collocator is protected against claims for damages. AT&T's position is contrary to the FCC's 06/13/97 Order.	Section 1, Sheet 4, §3.1; Section 1, Sheet 11, §5.6.1.(E)	See AT&T's language in Matrix X - SWBT Only, Issue Nos. 4a, 4b, 10	3.1 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 either in the course of furnishing service pursuant to this tariff, the liability of either SWBT or the Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. Neither SWBT nor the Collocator shall be responsible to the other for any indirect, special, consequential, lost profit, or punitive damages whether in contract or tort. Neither SWBT nor the Collocator shall have any liability whatsoever to each other's customers for claims arising from the provision of each other's service to their customers, including claims for interruption of service, quality of service or billing disputes. 5.6.1(E) The Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that SWBT has no liability for loss of profit or revenues should an interruption		

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**XI. COLLOCATION - TERMS & CONDITIONS
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS**

Issue:	AT&T Reason why language should be included or excluded	SWBT Reason why language should be included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
8b. AT&T Statement of Issue: Limitation of Liability -- Should SWBT's tariff prevent and/or limit claims of third parties?	No. A tariff provision should not prevent or limit claims of third parties who are not privy to this proceeding or the tariff. Additionally, any limitation of liability provisions in the tariff should not supersede comparable provisions contained in the Interconnection Agreement.	No. SWBT cannot and should not be liable for the actions of third parties including Others as defined in the collocation tariff, for which it has no control. As stated in response to Issue 8a, both the LEC and the collocator should be subject to the same limitation of liability language. It appears that AT&T is attempting to place a greater level of liability on SWBT than upon itself which is contrary to the FCC Order of 06/13/97.	Section 1, Sheet 4, § 3.1, & 4; Section 1, Sheet 4, § 3.2, & 2	See AT&T's language in Matrix X - SWBT Only, Issue Nos. 4a, 4b, 10.	3.1 The liability of either SWBT or the Collocator for its willful misconduct is not limited by this tariff. In addition to any other applicable information, neither SWBT nor the Collocator shall have any liability with respect to any act or omission by an Other, regardless of the degree of culpability or any such Other, except in instances involving willful actions by either SWBT or the Collocator or their agents or employees.		
SWBT Statement of Issue: Should SWBT's liability extend to third parties?					6.1.1(C) Dedicated space is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed, SWBT will make every reasonable effort to complete construction of all Active Central Office Switchroom Space requires of 100 feet or less in square feet within three months from the receipt of the collocator's acceptance of the quotation. Construction of dedicated space for all other requirements requested by the collocator will be handled on an individual case basis. SWBT will complete construction of all Active Central Office Switchroom Space of greater than 100 and equal to or less than 400 square feet within four months. SWBT will complete construction of all non-active Central Office Switchroom Space of 400 square feet or less within nine months.		
10a. Should the tariff include standard construction intervals?	Yes. It is important to the LSP for business planning purposes, that the tariff contain standard construction intervals for the provisioning of physical collocation. While there may be situations in which the standard cannot be met, the tariff should place the burden on SWBT to establish circumstances for which the standard cannot be met.	SWBT agrees with AT&T's position and herein proposes tariff language revisions to clarify this position. The construction interval for any collocation request in an Active Central Office Switchroom Space will be completed within 90 days. Collocation requests in Other Central Office Space will be handled on an individual basis.	Section 1, Sheet 13, § 6.1.1(C).	6.1.1(C) Dedicated space is not reserved until the quotation is accepted, unless otherwise mutually agreed, SWBT will make every reasonable effort to complete construction of all Active Central Office Switchroom Space requires of 100 feet or less in square feet within three months from the receipt of the collocator's acceptance of the quotation. Construction of dedicated space for all other requirements requested by the collocator will be handled on an individual case basis. SWBT will complete construction of all Active Central Office Switchroom Space of greater than 100 and equal to or less than 400 square feet within four months. SWBT will complete construction of all non-active Central Office Switchroom Space of 400 square feet or less within nine months.	6.1.1(C) Dedicated space is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed, SWBT will make every reasonable effort to complete construction of all Active Central Office Switchroom Space requests of 100 square feet or less in no more than three months from the receipt of the collocator's acceptance of the quotation. Construction intervals for all requests in Other Central Office Space requirements requested by the collocator will be handled on an individual case basis.		

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**XL COLLOCATION - TERMS & CONDITIONS
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS**

Issue:	AT&T Reason why language should be included or excluded	SWBT Reason why language should be included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
10b AT&T Statement of Issue: Should SWBT provide collocators with a minimum of 30-days notification before the start of SWBT construction activity that has the potential to effect equipment collocated in SWBT central offices?		As indicated in Section 1, sheet 16, paragraph 6.4 of SWBT's proposed tariff, SWBT will normally provide notice within five (5) business days after it completes the construction of the collocator's dedicated space. SWBT agrees to provide the collocator with 30 days notice upon receipt of payment of 50% of the quoted nonrecurring charge and proposes to modify the proposed tariff accordingly. However, collocators must understand that these intervals must be extended by at least 30 days. SWBT, as indicated in Section 1, paragraph 4.6 of its proposed tariff has agreed to notify the collocator within at least 10 business days before the start of such construction activity.	Section 1, Sheet 7.1, §4.6	4.6 ... If possible, SWBT will provide such notification to the collocator at least ten (10) business days before the scheduled start date of such construction activity	4.6 ... If possible, SWBT will provide such notification to the collocator at least ten (10) business days before the scheduled start date of such construction activity		
SWBT Statement of Issue: 1) What is the appropriate advanced notice that SWBT should give collocators that a dedicated space is available for occupancy?							
2) What advanced notice should SWBT provide the collocators that construction of their dedicated space has begun?							
3) What notification requirements should be imposed on SWBT prior to conducting							

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**XI. COLLOCATION - TERMS & CONDITIONS
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS**

Issue:	AT&T Reason why language should be Included or excluded	SWBT Reason why language should be Included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
construction activities that may disrupt a collocator's services?							
12. AT&T Statement of Issue: Should SWBT retain the sole discretion to evict a collocator?	No. The proposed tariff language inappropriately gives SWBT excessive authority to evict collocators. The tariff should contain any and all reasons for potential eviction; all reasons should be reasonable, objective, and nondiscriminatory.	Yes. SWBT must retain the right to regain or restrict additional space in its central office to ensure efficient use of available collocation space. This is in full compliance with the FCC's 08/13/97 Order as enumerated in paragraph 331 which permits LECs to "reclaim space that is either not being used or not being used efficiently." It is also consistent with SWBT's right to impose reasonable restrictions on warehousing of space in paragraph 338 of the FCC's 08/08/96 Order.	Section 1, Sheet 14.1, § 6.2.4	6.2.4 If it is determined the collocator is not efficiently using the space provided, SWBT retains the right to evict the collocator from the unused space or can refuse to rent additional space. In determining whether an interconnector's space is being used efficiently, SWBT will consider all relevant factors, including the need to meet minimum safety standards, the amount of space needed for ventilation and access, the need for an adequate amount of storage space and the number of bays needed for the type of equipment being deployed. When it has been determined that an interconnector's space is not being used efficiently, SWBT will provide the interconnector at least 180 days to satisfy the requirement that floor space be efficiently used.	6.2.4 If it is determined the collocator is not efficiently using the space provided, SWBT retains the right to evict the collocator from the unused space or can refuse to rent additional space.		
SWBT Statement of Issue: Should SWBT have the right to evict or restrict additional space provided to a collocator for the nonuse or inefficient use of collocation space?							
13. AT&T Statement of Issue: Is SWBT's definition of when a Collocator's equipment "operational and interconnected" reasonable?	No. There will be instances in which the equipment used by the Collocator will solely be cross-connected to another Collocator in the same facility. Cross- connections between collocators is specifically provided for by the tariff, the Arbitration Award, and the FTA96. By SWBT's definition, the collocator would be in violation of the tariff if its equipment was used for cross-connect, which is inconsistent with the tariff, Arbitration Award, and the FTA96.	Yes. SWBT's proposed tariff language is in full compliance with the FCC's collocation orders. In the FCC's 08/08/96 Order, Paragraph 550, it clearly states SWBT's obligation is to provide physical collocation for the purpose of providing interconnection or access to unbundled elements. SWBT has no obligation to provide space in its offices where no interconnection or access to SWBT's facilities is provided in the collocated space. (FCC Order of 08/08/96 at paragraph 594) SWBT has no legal or	Section 1, Sheet 16, § 6.4, ¶ 2.	6.4 ... For the purposes of this Paragraph, the Collocator's telecommunication equipment is considered to be operational and interconnected when connected to either SWBT's network, or interconnected to another collocator's equipment that residing within the same structure, for the purpose of providing this service.	6.4 ... For purposes of this Paragraph, the Collocator's telecommunications equipment is considered to be operational and interconnected when connected to SWBT's network for the purposes of providing this service.		
SWBT Statement of Issue: Is SWBT's definition of operational and							

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**XI. COLLOCATION - TERMS & CONDITIONS
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS**

Issue:	AT&T Reason why language should be included or excluded	SWBT Reason why language should be included or excluded	Attachment and Section	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
interconnected consistent with FCC Order?		regulatory obligation to provide hubbing for noninterconnecting collocators. (FCC Order of 08/08/96 at 561) Additionally, SWBT is not obligated to provide warehousing of SWBT's central office spaces. (47CFR at Section 51.323(f)(6))					
14. Should SWBT's definition of interruption period be clarified?	Yes. SWBT's tariff allows for service interruptions which include for an inoperative condition on other SWBT provided services provided outside of this tariff. The condition is not clear. Because this allowance affects the payment requirement of the Collocator, the condition should be more properly explained and clarified.	No. It is impossible for the tariff to list every possible event that could cause an inoperative condition. The tariff clearly defines the allowance for any inoperative condition that may occur and needs no further clarification.	Section 1, Sheet 17, § 8.8, ¶ 1.	6.8 An interruption period begins when an inoperative condition of a physical collocation is reported to SWBT's designated contact point and ends when the physical collocation arrangement is operative.			
15. Should SWBT be required to not unreasonably withhold its consent for a transfer or permit use of Dedicated Space?	SWBT has agreed to modify the language as requested by AT&T. AT&T concurs with SWBT's proposed revision.	Reasonable consent is implicit in the language of the tariff at paragraph 7.3. For AT&T to suggest otherwise would attribute ill motives in SWBT, however, to accommodate AT&T's request SWBT is willing to modify the Tariff as indicated.	Section 1, Sheet 18, § 7.3.	7.3 The Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of SWBT, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of SWBT.			
16. AT&T Statement of Issue: Is it reasonable to allow only two separate points of entry into an Eligible Structure? SWBT Statement of Issue: How many separate entry points should SWBT be required to provide to the	No. SWBT should be required to provide a minimum of two points of entry into an Eligible Structure.	Paragraph 51.323(d)(2) of FCC Rules released 08/08/96 requires SWBT to provide at least 2 such interconnection points at each (SWBT) premises at which there are at least 2 entry points for (SWBT) collocation facilities, and at which space is available for new facilities in at least two of those entry points. In these circumstances SWBT justifiably limits separate entry points to no more than two separate points of entry. Collocators must be required to utilize	Section 1, Sheet 19, § 8.1.2	8.1.2 SWBT shall provide no more than a minimum of two separate points of entry into the Eligible Structure in which the Dedicated Space is located wherever there are at least two points of entry points for SWBT cable. SWBT will also provide nondiscriminatory access to any entry point into Eligible Structure in excess of two points in those locations where SWBT also has access to more than two such entry points.			

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Issue:	AT&T Reason why language should be Included or excluded	SWBT Reason why language should be Included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T's Language Accepted	SWBT's Language Accepted
eligible structure?		fully their current entry points before obtaining new entry points. Thus, any contract provision for collocators to obtain additional entry points should permit SWBT to manage the resource of entrance facilities to prevent their inefficient use or warehousing. Management of the construction and use of entry facilities is within the scope of SWBT's authority under Section 51.323 of FCC's rules, which permit it to impose reasonable warehousing restrictions of unused space by collocators and it is within SWBT's obligation set forth in the FCC 08/08/96 Interconnection Order (paragraph 585) to take collocator demand into account when renovating and building facilities. Without the safeguards, collocators could intentionally place multiple undersized cables in existing entry points, thereby rapidly exhausting available entrance facilities and barring entry of other collocators without fully utilizing the capacity in such entry points. Where there is only one entrance facility, SWBT should not be compelled to incur this substantial expense and difficulty to augment entrance facilities of a central office where there is not common need.					
17. Should the tariff include a process for dispute resolution of billing disputes?	Yes. The tariff currently allows for a procedure for billing disputes. However, the collocator may be subject to termination for non-payment if the billing dispute lasts more than 60 days. Therefore, the tariff should incorporate the dispute resolution processes codified by the Commission.	No. There is absolutely no need to include dispute resolution language specific to billing issues. The parties can work together to resolve any billing dispute. Additionally SWBT's General Exchange Tariff, Section 23, Regulations Applying To All Customers, contains	Section 1, Sheet 27, §11, ¶3.	11. Reentry - Proposed revision to fourth paragraph. A Collocator shall not be subject to termination for nonpayment of that portion of the bill under dispute pending the completion of the determination of the dispute, but in no event to exceed 60 days. but to exceed 60 days.	11. . . . A collocator shall not be subject to termination for nonpayment of that portion of the bill under dispute pending the completion of the determination of the dispute, but in no event to exceed 60 days. The collocator is obligated to pay any billings not disputed.		

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CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - TEXAS**

Issue	AT&T Reason why language should be included or excluded	SWBT Reason why language should be included or excluded	Attachment and Section	AT&T Language Proposed addition of fifth paragraph. Billing disputes that cannot be resolved by the parties will be resolved through the use of (1) mediation, (2) any dispute resolution process promulgated by the commission, and (3) binding arbitration. The Collocator may use any of these options to obtain a resolution of the dispute.	SWBT Language Proposed addition of fifth paragraph. Billing disputes that cannot be resolved by the parties will be resolved through the use of (1) mediation, (2) any dispute resolution process promulgated by the commission, and (3) binding arbitration. The Collocator may use any of these options to obtain a resolution of the dispute.	AT&T Language Accepted	SWBT Language Accepted
20. Should SWBT be allowed to limit the terms of collocation to month-to- month basis?	No. Collocation is one of the most significant investments and decisions that collocators will make when using unbundled network elements. This provision would negate critical decisions by limiting the duration of collocation. The terms and conditions of collocation, including duration, should not be inconsistent with the Interconnection Agreement approved by the Commission, the Arbitration Award, or the FTA99.	SWBT does not object to a collocation term that is equal to the term contained in the collocation agreement, provided the collocator complies with all tariff provisions regarding the use of collocation space. However, revisions made to the collocation tariff that are approved by the Commission during the term of the interconnection agreement will apply. It must be realized that the incorporation of AT&T's position requiring the duration of the collocation term to be consistent with the term of an approved interconnection agreement, would require all perspective collocators to have approved interconnection agreements at the time of applying for collocation space.	Section 2, Sheet 1, §1.6	1.6 The term of the Collocation Agreement shall be on a month-to-month basis unless the collocator signs an agreement for one, two, three or five years. Any agreement for collocation will be consistent with the collocator's Interconnection Agreement with SWBT and this tariff.	1.6 The term of the Collocation agreement shall be on a month-to-month basis.		
22. AT&T Statement of Issue: Should the decisions on disputed terms and conditions raised by MCI, TCG, and AT&T be applied equally to all parties to the tariff?	Yes. Because this is a tariff applicable to AT&T, MCI, and TCG (based on the Arbitrator's initial decision), any resolutions to tariff disputes raised by any party should be available and applicable to all parties.	Yes. The award or order in this arbitration will result in a single approved collocation tariff that will apply to the affected petitioners.	See MCI's and TCG's disputed issues list regarding collocation.				

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Issue:	AT&T Reason why language should be included or excluded	SWBT Reason why language should be included or excluded	Attachment and Sections	AT&T Language	SWBT Language	AT&T Language Accepted	SWBT Language Accepted
SWBT Statement of Issue: Should the approved collocation tariff apply to all affected petitioners equally?							

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(AT&T) 7/28/97
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