

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Position</b>
<b>Subpoint A: Non-251 Provisions</b>			
AT&T GT&C 1a	1.1 <u>This Agreement sets forth the terms, conditions and prices under which SBC MISSOURI agrees to provide, among other things, (a) services for resale</u>	1.1 <b>The underlying Interconnection Agreement sets forth the terms and conditions pursuant to which SBC-12STATE agrees to provide AT&amp;T</b>	AT&T's language is most consistent with the Arbitrator's Report
AT&T GT&C 1b	language above	language above	
Charter GT&C 24	2.12.1 Notwithstanding anything to the contrary contained herein except for the Out of Exchange Appendix, SBC-13STATE's obligations under this Agreement shall apply <u>as set forth in that Appendix.</u>	2.12.1 Notwithstanding anything to the contrary contained herein except for the Out of Exchange Appendix, SBC-13STATE's obligations under this Agreement shall apply <u>as set forth in that Appendix only to:</u>	Charter's language is most consistent with Arbitrator's Report
		2.12.1.1 <b>the specific operating area(s) or portion thereof in which SBC-13STATE is then deemed to be the ILEC under the Act (the "ILEC Territory"), and only to the extent that the CLEC is operating and offering service to End Users identified to be residing in such ILEC Territory; and</b>	SBC's language is not consistent with Arbitrator's Report

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		<p>2.12.1.2 assets that SBC-13STATE owns or leases and which are used in connection with SBC-13STATE's provision to CLEC of any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "ILEC Assets").</p>	<p>SBC's language is not consistent with Arbitrator's Report</p>

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		<p>2.12.1.3 The underlying Interconnection Agreement sets forth the terms and conditions pursuant to which SBC-12STATE agrees to provide CLEC with access to Lawful unbundled network elements under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in SBC-12STATE's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that SBC-12STATE is only obligated to make available Lawful UNEs and access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in SBC-12STATE's incumbent local exchange areas. SBC-12STATE has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of SBC-12STATE's</p>	<p>SBC's language is not consistent with Arbitrator's Report</p>

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	<p>2.14 <u>As provided in Appendix OE-LEC,</u> this Agreement sets forth the terms and conditions pursuant to which SBC-13STATE agrees to provide CLEC with access to Lawful UNEs, Collocation and Resale in SBC-13STATE's incumbent local exchange areas for the provision of CLEC's Telecommunications Services ((Act, Section 251(c)). The Parties acknowledge and agree that SBC-13STATE is only obligated to make available Lawful UNEs, Collocation and Resale to CLEC in SBC-13STATE's incumbent local exchange areas. In addition, SBC-13STATE is not obligated to provision Lawful UNEs, Collocation and Resale or provide any other rights under Section 251 (c) of the Act outside of SBC-13STATE's incumbent local exchange areas.</p>	<p>2.14 <b>This</b> Agreement sets forth the terms and conditions pursuant to which SBC-13STATE agrees to provide CLEC with access to Lawful UNEs, Collocation and Resale in SBC-13STATE's incumbent local exchange areas for the provision of CLEC's Telecommunications Services ((Act, Section 251(c)). The Parties acknowledge and agree that SBC-13STATE is only obligated to make available Lawful UNEs, Collocation and Resale to CLEC in SBC-13STATE's incumbent local exchange areas. <b>SBC-13STATE has no obligation to provide Lawful UNEs, Collocation and Resale to CLEC for the purposes of CLEC providing and/or extending service outside of SBC-13STATE's incumbent local exchange areas.</b> In addition, SBC 13STATE is not obligated to provision Lawful UNEs, Collocation and Resale or provide any other rights under Section 251 (c) of the Act outside of SBC-13STATE's incumbent local exchange areas. <b>Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Interconnection Agreement, and any associated provisions set in the Attachments, Appendices, Schedules an</b></p>	<p>Charter's language is most consistent with Arbitrator's Report</p>

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
CC GT&C 1	WHEREAS, pursuant to the Telecommunications Act of 1996 (the Act), the Parties wish to establish terms for the resale of SBC MISSOURI services and for the provision <i>by</i> SBC MISSOURI of Interconnection, unbundled Network Elements, and Ancillary Functions as designated in the Attachments hereto.	WHEREAS, pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the Act), the Parties wish to establish terms for the resale of SBC MISSOURI services and for the provision <i>by</i> SBC MISSOURI of Interconnection, unbundled Network Elements, and Ancillary Functions as designated in the Attachments hereto.	The CLEC Coalition's language is most consistent with the Arbitrator's Report
	<u>WHEREAS, the Missouri Public Service Commission ("MO-PSC", "Commission", or "Missouri Commission") recommended approval of SBC MISSOURI's application for 271 relief, based in large part on the existence of the Missouri 271 Agreement ("M2A");</u>	WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein; and	The CLEC Coalition's language is most consistent with the Arbitrator's Report

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	<p>WHEREAS, the Parties want to Interconnect their networks pursuant to Attachment 11 and associated appendices to provide, directly or indirectly, Telephone Exchange Services and Exchange Access to residential and business end users over their respective Telephone Exchange Service facilities which are subject to this Agreement; and</p>	<p><b>WHEREAS, for purposes of this Agreement, CLEC intends to operate where Southwestern Bell Telephone, L.P. d/b/a SBC MISSOURI is the incumbent Local Exchange Carrier and CLEC, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to unbundled Network Elements, Resale Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the SBC MISSOURI areas by Missouri Public Service Commission (“MO-PSC” or “Commission”); and</b></p>	<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report</p>
	<p>WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein; and</p>	<p>WHEREAS, CLEC wishes to enter an agreement containing those terms and conditions.</p>	<p>No apparent dispute</p>

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	<p>WHEREAS, <u>SBC MISSOURI</u> agreed to file in <u>Missouri</u> an <u>Missouri 271 Interconnection Agreement</u> ("<u>Missouri Agreement</u>" or "<u>M2A</u>") modeled on the <u>Texas 271 Interconnection Agreement</u> ("<u>Texas Agreement</u>" or "<u>T2A</u>"), in order to bring more of the benefits of competition to the State of Missouri, and to bring the commitments made by <u>SBC Texas</u> in <u>Texas</u> to the State of Missouri, with <u>Missouri-specific modifications</u>, subject to the Commission's support for <u>SBC MISSOURI's application</u> for in-region <u>interLATA relief</u> for the State of Missouri; and</p>		<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report</p>
	<p>WHEREAS, in <u>Texas</u> <u>SBC Texas</u> made the following representations as part of the <u>public interest phase</u> of the <u>Texas collaborative process</u> and <u>SBC MISSOURI</u> made these same representations in <u>Missouri</u>, which the Commission finds still to be necessary for <u>SBC MISSOURI's 271 Relief</u> to remain in the public interest:</p>		<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report</p>

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	<p>(1) <u>SBC MISSOURI represented that it has already made several, and represented that it would continue, process improvements designed to foster better relationships with and provide better service to its CLEC customers (such improvements include, but are not limited to: the restructuring of its organizations and the creation of new departments to provide faster and better responses to CLECs; the improvement of communications with CLECs through a greatly expanded Internet website, internal broadcast e-mails and user group meetings; the distribution of customer satisfaction surveys; and the creation of an Internal Escalation Process Intervals Policy);</u></p>		<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report</p>
	<p>(2) <u>SBC MISSOURI represented that it would follow certain Commission's arbitration awards and other decisions, as set forth elsewhere in this Agreement (SBC MISSOURI, however, made such commitment without waiving its right to appeal awards or decisions specifically set forth in this Section 18.1, 18.2, and 18.3 of General Terms and Conditions);</u></p>		<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report</p>



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	<p><u>(3) SBC MISSOURI represented that it would continue to work with its CLEC customers, and invite their feedback, to provide them a meaningful opportunity to compete in Missouri;</u></p>		<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report</p>
	<p><u>(4) SBC MISSOURI represented that it will comply with the FThe CLEC Coalition's rules and subsequent Section 271 decisions relating to the structural and nonstructural requirements for a Section 272 affiliate; and</u></p>		<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report</p>
	<p><u>WHEREAS, SBC MISSOURI offered as part of the Texas collaborative process to make certain modifications to the Interconnection Agreement-Texas between Southwestern Bell Telephone Company and AT&amp;T Communications of the Southwest, Inc. ("the AT&amp;T Interconnection Agreement") available to other CLECs, and offered to bring those same modifications, subject to certain additional Missouri-specific modifications, to the State of Missouri, subject to the Missouri Public Service Commission's approval of SBC MISSOURI's application for in-region interLATA relief for the State of Missouri.</u></p>		<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report</p>

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CC GT&C 2a	1.1 This Agreement sets forth the terms, conditions and prices under which SBC MISSOURI agrees to provide (a) services for resale (hereinafter referred to as Resale services), (b) unbundled Network Elements, or combinations of such unbundled CLEC's network to SBC MISSOURI's network and Intercarrier Compensation for intercarrier telecommunications traffic exchanged between CLEC and SBC MISSOURI.	1.1 This Agreement sets forth the terms, conditions and prices under which SBC MISSOURI agrees to provide (a) services for resale (hereinafter referred to as Resale services), (b) unbundled Network Elements, or combinations of such unbundled CLEC's network to SBC MISSOURI's network and Intercarrier Compensation for intercarrier telecommunications traffic exchanged between CLEC and SBC MISSOURI.	No apparent dispute

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	<p>1.2 <u>The unbundled Network Elements, Combinations or Resale services provided pursuant to this Agreement may be connected to other Network Elements, Combinations or Resale services provided by SBC MISSOURI or to any network components provided by CLEC itself or by any other vendor. Subject to the requirements of this Agreement, CLEC may at any time add, delete, relocate or modify the Resale services, Network Elements or Combinations purchased hereunder.</u> Subject to the provisions of Attachment 6: Unbundled Network Elements (UNE) and upon CLEC request, SBC MISSOURI shall meet its UNE combining obligations as and to the extent required by FCC rules and orders, and <u>Verizon Comm. Inc. v. FCC, 535 U.S. 467 (May 13, 2002)</u> (“Verizon Comm. Inc.”) and, to the extent not inconsistent therewith, the rules and orders of the relevant state Commission and any other Applicable Law.</p>	<p>1.2 Subject to the provisions of Attachment 6: Unbundled Network Elements (UNE) and upon CLEC request, SBC MISSOURI shall meet its UNE combining obligations as and to the extent required by FCC rules and orders, and <u>Verizon Comm. Inc. v. FCC, 535 U.S. 467 (May 13, 2002)</u> (“Verizon Comm. Inc.”) and, to the extent not inconsistent therewith, the rules and orders of the relevant state Commission and any other Applicable Law.</p>	<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report</p>

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	<p>1.3 <u>Except as provided in this Agreement, during the term of this Agreement, SBC MISSOURI will not discontinue, as to CLEC, any Network Element, Combination, or Ancillary Functions offered to CLEC hereunder. During the term of this Agreement, SBC MISSOURI will not discontinue any Resale services or features offered to CLEC hereunder except as provided in this Agreement. This Section is not intended to impair SBC MISSOURI's ability to make changes in its Network, so long as such changes are consistent with the Act and do not result in the discontinuance of the offerings of Network Elements, Combinations, or Ancillary Functions made by SBC MISSOURI to CLEC as set forth in and during the terms of this Agreement. In</u></p> <p>the event that SBC MISSOURI denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by CLEC, SBC MISSOURI shall provide written notice to CLEC of such denial and the basis thereof <u>in accordance with the procedures set forth in Attachment 6.</u> Any dispute over such</p>	<p>1.3 In the event that SBC MISSOURI denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by CLEC, SBC MISSOURI shall provide written notice to CLEC of such denial and the basis thereof Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, SBC MISSOURI shall have the burden to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, Verizon Comm. Inc. and the Agreement, including Section 2.12 of Attachment 6: Unbundled Network Elements. <b>In any dispute resolution proceeding, CLEC shall have the burden to prove that such combination request meets UNE combining obligations as and to the extent required by FCC rules and orders, and Verizon Comm. Inc. v. FCC, 535 U.S. 467(May 13, 2002) (“Verizon Comm. Inc.”) and, to the extent not inconsistent therewith, the rules and orders of relevant state Com</b></p>	<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report</p>

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	<p>1.6 <u>Unless otherwise provided in the Agreement, SBC MISSOURI will perform all of its obligations under this agreement throughout the entire operating area(s) in which SBC MISSOURI is then deemed to be the ILEC; provided that SBC MISSOURI's obligations to provide Ancillary Functions or to meet other requirements of the Act covered by this Agreement are not necessarily limited to such service areas.</u></p>	<p><b>1.6 SBC MISSOURI's obligations under this agreement shall only apply to the specific operating area(s) or portion thereof in which SBC MISSOURI is then deemed to be the ILEC; under the Act (the "ILEC Territory"), and only to the extent that the CLEC is operating and offering service to End Users identified to be residing in such ILEC Territory, except as specifically addressed in the Attachment 6 Unbundled Network Elements.</b></p>	

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	1.7 None	<p>1.7 This Agreement sets forth the terms and conditions pursuant to which SBC MISSOURI agrees to provide CLEC with access to unbundled Network Elements under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in SBC MISSOURI's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that SBC MISSOURI is only obligated to make available UNEs and access to UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in SBC MISSOURI's incumbent local exchange areas. SBC MISSOURI has no obligation to provide such UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of SBC MISSOURI's incumbent local exchange areas. In addition, SBC MISSOURI is not</p>	

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	1.8 None	1.8 Throughout this Agreement, wherever there are references to unbundled network elements that are to be provided by SBC MISSOURI under this Agreement, the Parties agree and acknowledge that their intent is for the Agreement to comply with Section 1.7, above, and require only the provision of UNEs, regardless of whether the term “” is used as part of the reference to unbundled network elements.	

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CC GT&C 24	<p>1.3 <u>Except as provided in this Agreement, during the term of this Agreement, SBC MISSOURI will not discontinue, as to CLEC, any unbundled Network Element, Combination, or Ancillary Functions offered to CLEC hereunder. During the term of this Agreement, SBC MISSOURI will not discontinue any Resale services or features offered to CLEC hereunder except as provided in this Agreement. This Section is not intended to impair SBC MISSOURI' ability to make changes in its Network, so long as such changes are consistent with the Act and do not result in the discontinuance operational disruption or modification of the offerings of unbundled Network Elements, Combinations or Ancillary Functions made by SBC MISSOURI to CLEC as set forth in and during the term of this Agreement.</u></p>	<p>1.3 <b>in</b> the event that SBC MISSOURI denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by CLEC, SBC MISSOURI shall provide written notice to CLEC of such denial and the basis thereof Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, SBC MISSOURI shall have the burden to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, Verizon Comm. Inc. and the Agreement, including Section 2.12 of Attachment 6: Unbundled Network Elements. <b>In any dispute resolution proceeding, CLEC shall have the burden to prove that such combination request meets UNE combining obligations as and to the extent required by FCC rules and orders, and <i>Verizon Comm. Inc. v. FCC</i>, 535 U.S. 467(May 13, 2002) (“<i>Verizon Comm. Inc.</i>”) and, to the extent not inconsistent therewith, the rules and orders of relevant state Com</b></p>	<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report</p>



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	<p>1.7 <u>SBC MISSOURI shall make no change in any policy, process, method or procedure used or required to perform its obligations under this Agreement, that, in whole or in part, could have the effect, is likely to have the effect, or has the effect of diminishing the value of any right of CLEC granted herein or term or condition included herein, or that could cause an inefficiency or expense for CLEC hereunder that did not exist at the Effective Date of this Agreement, without the prior review and written approval of CLEC, which consent may be withheld by CLEC in its sole discretion. In addition, SBC MISSOURI shall not be permitted to circumvent this obligation by the issuance of an Accessible Letter.</u></p>	<p>1.7 This Agreement sets forth the terms and conditions pursuant to which SBC MISSOURI agrees to provide CLEC with access to unbundled Network Elements under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in SBC MISSOURI's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that SBC MISSOURI is only obligated to make available UNEs and access to UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in SBC MISSOURI's incumbent local exchange areas. SBC MISSOURI has no obligation to provide such UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of SBC MISSOURI's incumbent local exchange areas. In addition, SBC MISSOURI is not obliga</p>	<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report</p>

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Wiltel GT&C 4	2.12.1.3 The underlying Interconnection Agreement sets forth the terms and conditions pursuant to which <b>SBC-12STATE</b> agrees to provide CLEC with	2.12.1.3 The underlying Interconnection Agreement sets forth the terms and conditions pursuant to which <b>SBC-12STATE</b> agrees to provide CLEC with	Wiltel's language is most consistent with Arbitrator's Report

**Subpoint B: Implementation of Rate Changes**

AT&T GT&C 2		4.4 SBC MISSOURI's obligation to provide Interconnection, Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent AT&T orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, SBC MISSOURI may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Attachment UNE of this Agreement, AT&T may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if appropriate, the Parties may seek to negotiate a mutually agreeable amendment to this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement.	no apparent dispute
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	4.4.1 In the event that AT&T orders, a Product or Service to AT&T for which there are not rates, terms and conditions in this Agreement, <u>but for which there are rates, terms and conditions in applicable SBC MISSOURI intrastate tariff or generic contract;</u>	4.4.1 In the event that AT&T orders, <b>and SBC ILEC provisions,</b> a Product or Service to AT&T for which there are not rates, terms and conditions in this Agreement <b>AT&amp;T understands and agrees that one of the following will occur:</b>	AT&T's language is most consistent with Arbitrator's Report
	4.4.1.1 AT&T shall pay for the Product or Service provisioned to AT&T at the rates set forth in SBC MISSOURI's applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then AT&T shall pay for the Product or Service at SBC MISSOURI's current generic contract rate for the Product or Service set forth in SBC MISSOURI's applicable state-specific generic pricing schedule as published on SBC MISSOURI's website;	4.4.1.1. AT&T shall pay for the Product or Service provisioned to AT&T at the rates set forth in SBC MISSOURI' applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then AT&T shall pay for the Product or Service at SBC MISSOURI' current generic contract rate for the Product or Service set forth in SBC MISSOURI' applicable state-specific generic pricing schedule as published on SBC MISSOURI' AT&T website; <b>or</b>	AT&T's language is most consistent with Arbitrator's Report

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	<p>4.4.1.2 AT&amp;T's <u>purchase of the Product or Service as provided in Section 4.4.1.1, above, shall be further subject to the terms and conditions contained in SBC MISSOURI's applicable intrastate tariffs for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then AT&amp;T's purchase of the Product or Service will be subject to SBC MISSOURI's current generic contract rates, terms and conditions for the Product or Service. Further, if provisioned pursuant to an applicable SBC MISSOURI tariff or generic contract, either AT&amp;T or SBC Michigan may request that this Agreement be amended either to (i) adding a pointer that such product or service will be ordered from the SBC MISSOURI tariff or generic contract, as the case may be, or (ii) incorporate by amendment the conditions contained in such SBC MISSOURI tariff or generic contract that are material to a particular product or service, including, but not limited to, the rates for the selected product or service, and the terms and conditions regarding pr</u></p>	<p>4.4.1.2 AT&amp;T <b>will be billed and shall pay for</b> the Product or Service as provided in Section 4.4.1.1, above <b>and SBC MISSOURI may, without further obligation, reject future orders and further provisioning of the Product or Service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 4.0.</b></p>	<p>AT&amp;T's language is most consistent with Arbitrator's Report</p>

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
AT&T GT&C 3	<p>ESTABLISHMENT OF "TBD" RATES. In the event that AT&amp;T orders, and SBC MISSOURI provisions, a Product or Service to AT&amp;T for which there are terms and conditions in this Agreement but the rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD", <u>or</u> is otherwise specified as a product or service for which the price will be determined at a future date , the Parties understand and agree that if and when a rate, price or charge is established by SBC MISSOURI for that Product or Service and incorporated into SBC MISSOURI's current state-specific generic pricing schedule as published on SBC's CLEC website, that rate(s), price(s) or charge(s) (collectively, "Established Rate") shall apply to the <u>affected</u> Product or Service provided under this Agreement, retroactively for the period of time allowed for back billing pursuant to Attachment 28, as to any orders AT&amp;T submitted and SBC MISSOURI provisioned for that Product or Service. SBC MISSOURI shall provide written notice to AT&amp;T of the application of the Established Rate, and the Parties shall ne</p>	<p>ESTABLISHMENT OF "TBD" RATES <b>OR RATES INADVERTENTLY OMITTED.</b> In the event that AT&amp;T orders, and SBC MISSOURI provisions, a Product or Service to AT&amp;T for which there are terms and conditions in this Agreement but the rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD", <b>a dash, a blank,</b> is otherwise specified as a product or service for which the price will be determined at a future date <b>or for which a rate was inadvertently omitted,</b> the Parties understand and agree that if and when a rate, price or charge is established by SBC MISSOURI for that Product or Service and incorporated into SBC MISSOURI's current state-specific generic pricing schedule as published on SBC's CLEC website, that rate(s), price(s) or charge(s) (collectively, "Established Rate") shall apply to the Product or Service provided under this Agreement, retroactively for the period of time allowed for back billing pursuant to Attachment 28, as to any orders AT&amp;T submitted and SBC MISSOURI provisioned for that Product or Service. S</p>	<p>AT&amp;T's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
AT&T GTC 7	<p>30.2.1 AT&amp;T may also order from a tariff a product or service that is available in its Agreement, provided that <u>(1) if ordered from the tariff the terms, conditions and rates of the applicable tariff shall apply to such product or service, and (2) either AT&amp;T or SBC MISSOURI may request that the ICA be amended</u> to remove the rates, terms and conditions associated with the product or service it is ordering from the tariff and <u>either (i) adds a pointer stating that such product will be ordered from the tariff, or (ii) incorporate by amendment the conditions contained in such tariff that are material to the particular tariff offering, including, but not limited to, the rates for the selected product or service, and the terms and conditions regarding provisioning.</u> Similarly, this Section does not impair SBC MISSOURI's right to file tariffs nor does it impair SBC MISSOURI's right to file tariffs proposing new products and services and changes in the prices, terms and conditions of existing products and services, including discontinuance or grandfathering of existing features or serv</p>	<p>30.2.1 AT&amp;T may also order from a tariff a product or service that is available in its Agreement, provided that <b>prior to ordering such product or service, AT&amp;T amends its Agreement</b> to remove the rates, terms and conditions associated with the product or service it is ordering from the tariff and adds a pointer stating that such product will be ordered from the tariff. Similarly, this Section does not impair SBC MISSOURI's right to file tariffs nor does it impair SBC MISSOURI's right to file tariffs proposing new products and services and changes in the prices, terms and conditions of existing products and services, including discontinuance or grandfathering of existing features or services, of any telecommunications services that SBC MISSOURI provides or hereafter provides to AT&amp;T under this Agreement pursuant to the provision of Attachment 1: Resale, nor does it impair AT&amp;T's right to contest such tariffs before the appropriate Commission, subject to any defenses or arguments SBC MISSOURI might make in response to AT&amp;T's contesting of such tariffs.</p>	<p>AT&amp;T's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
MCI GT&C 10	<p><u>If SBC MISSOURI has approved tariffs on file for interconnection or wholesale services, MCI may purchase services from SBC MISSOURI from this interconnection agreement, the approved tariffs or both in MCI's sole discretion.</u></p>	<p><b>Except as may be provided in Appendix Pricing, the Parties agree that the rates, terms and conditions of this Agreement will not be superceded by the rates, terms and conditions of any tariff SBC MISSOURI may file, absent Commission order to the contrary. The Parties agree that MCI is not precluded from ordering products and services available under any effective SBC MISSOURI tariff or any tariff that SBC MISSOURI may file in the future provided that MCI satisfies all conditions contained in such tariff and provided that the products and services are not already available under this Agreement. (In which case MCI may incorporate such products and services including legitimately related rates, terms and conditions by amendment into this Agreement). If MCI chooses to order products or services under an SBC MISSOURI tariff, it is bound by all applicable terms and conditions of the tariff and shall not seek to apply terms and conditions of this Agreement to the items it orders from the tariff. MCI</b></p>	<p>MCI's language is most consistent with Arbitrator's Report</p>
CC GT&C 15	37.0 Tariff References	37.0 Tariff References	no apparent dispute

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	37.1 Intentionally Omitted	37.1 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to the provisions of this Agreement, it is understood that any changes to said tariff provision or rate are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.	SBC's language is most consistent with Arbitrator's Report
	37.2 Wherever the term "Customer" is used in connection with SBC MISSOURI's retail tariffs, the term "Customer" means the ultimate "consumer" or the <u>end user</u> of any tariffed service.	37.2 Wherever the term "Customer" is used in connection with SBC MISSOURI's retail tariffs, the term "Customer" means the ultimate "consumer" or the " <b>End User</b> " of any tariffed service.	No apparent dispute
Charter GT&C 22	2.5.1 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to the provisions of this Agreement, it is understood that	2.5.1 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to the provisions of this Agreement, it is understood that	SBC's language is most consistent with Arbitrator's Report
Navigator GT&C 16	66. AMENDMENTS AND MODIFICATIONS	66. AMENDMENTS AND MODIFICATIONS	no apparent dispute



Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>66.1 Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the Commission; SBC MISSOURI and CLEC shall each be responsible for its share of the publication expense (i.e. filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.</p>	<p>66.1 Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the Commission; <b>and such amendment will not require refunds, true-up or retroactive crediting or debiting prior to the approval of the Amendment.</b> SBC MISSOURI and CLEC shall each be responsible for its share of the publication expense (i.e. filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
<p><b>Subpoint C: Assignment</b></p>			

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Charter GT&C 27b	4.9.1.1 <u>Neither Party</u> may assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliated third party without the prior written consent of <u>the other Party, which consent shall not be unreasonably withheld.</u> Any attempted assignment or transfer that is not permitted is void <i>ab initio</i> . <u>Notwithstanding the foregoing, either Party may upon notice assign this Agreement to a successor entity in connection with a corporate restructuring or refinancing or the sale of all or part its ongoing local exchange business to a third party.</u>	4.9.1.1 CLEC may <b>not</b> assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliated third party without the prior written consent of <b>SBC-13STATE</b> . Any attempted assignment or transfer that is not permitted is void <i>ab initio</i> .	Charter's language is most consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>CLEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to its Affiliate by providing sixty (60) calendar days' advance written notice of such assignment or transfer to SBC-13STATE; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement.</p>	<p>CLEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to its Affiliate by providing sixty (60) calendar days' advance written notice of such assignment or transfer to SBC-13STATE; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. <b>Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement, or any rights or obligations hereunder, to its Affiliate if that Affiliate is a party to a separate agreement with SBC-13STATE under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void <i>ab initio</i> .</b></p>	<p>SBC's language is not consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>4.9.3.1 Any assignment or transfer of an Agreement associated with the transfer or acquisition of “assets” provisioned under that Agreement, where the OCN/ACNA formerly assigned to such “assets” is changing constitutes a CLEC Company Code Change. For the purposes of Section 4.9.3.1, “assets” means any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provided under that Agreement. CLEC shall provide SBC-13STATE with ninety (90) calendar days advance written notice of any assignment associated with a CLEC Company Code Change and obtain SBC-13STATE’s consent. SBC-13STATE shall not unreasonably withhold consent to a CLEC Company Code Change; provided, however, SBC-13STATE’s consent to any CLEC Company Code Change is contingent upon cure of any <u>undisputed</u> outstanding charges owed under this Agreement and any <u>undisputed</u> outstanding charges associated with the “assets” subject to the CLEC Company Code Change.</p>	<p>4.9.3.1 Any assignment or transfer of an Agreement associated with the transfer or acquisition of “assets” provisioned under that Agreement, where the OCN/ACNA formerly assigned to such “assets” is changing constitutes a CLEC Company Code Change. For the purposes of Section 4.9.3.1, “assets” means any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provided under that Agreement. CLEC shall provide SBC-13STATE with ninety (90) calendar days advance written notice of any assignment associated with a CLEC Company Code Change and obtain SBC-13STATE’s consent. SBC-13STATE shall not unreasonably withhold consent to a CLEC Company Code Change; provided, however, SBC-13STATE’s consent to any CLEC Company Code Change is contingent upon cure of any outstanding charges owed under this Agreement and any outstanding charges associated with the “assets” subject to the CLEC Company Code Change. <b>In addition, CLEC acknowledges that CLEC may be required to tender additional assurance of payment if req</b></p>	<p>SBC’s language is most consistent with Arbitrator’s Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>4.9.4.1 Any assignment or transfer of any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provisioned pursuant to this Agreement without the transfer or the assignment of this Agreement shall be deemed a CLEC to CLEC Mass Migration. The CLEC that is a Party to this Agreement shall provide SBC-13STATE with ninety (90) calendar days advance written notice of any CLEC to CLEC Mass Migration. CLEC's written notice shall include the anticipated effective date of the assignment or transfer. The acquiring CLEC must cure any <u>undisputed</u> outstanding charges associated with any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service to be transferred.</p>	<p>4.9.4.1 Any assignment or transfer of any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provisioned pursuant to this Agreement without the transfer or the assignment of this Agreement shall be deemed a CLEC to CLEC Mass Migration. The CLEC that is a Party to this Agreement shall provide SBC-13STATE with ninety (90) calendar days advance written notice of any CLEC to CLEC Mass Migration. CLEC's written notice shall include the anticipated effective date of the assignment or transfer. The acquiring CLEC must cure any outstanding charges associated with any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service to be transferred. <b>In addition, the acquiring CLEC may be required to tender additional assurance of payment if requested under the terms of the acquiring CLEC's agreement.</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
Charter GT&C 27c	language above	language above	
CC GT&C 5b	5.0 Assignment	<b>5.0 Assignment</b>	no apparent dispute
	5.1.1 Assignment of Contract	<b>5.1.1 Assignment of Contract</b>	no apparent dispute

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	5.1.1.1 CLEC may not assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliated third party without the prior written consent of SBC MISSOURI. Any attempted assignment or transfer that is not permitted is void <i>ab initio</i> .	<b>5.1.1.1 CLEC may not assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliated third party without the prior written consent of SBC MISSOURI. Any attempted assignment or transfer that is not permitted is void <i>ab initio</i> .</b>	no apparent dispute

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>5.1.1.2 CLEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to its Affiliate by providing sixty (60) calendar days' advance written notice of such assignment or transfer to SBC MISSOURI; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement, or any rights or obligations hereunder, to its Affiliate if that Affiliate is a party to a separate agreement with SBC MISSOURI under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void <i>ab initio</i> .</p>	<p><b>5.1.1.2 CLEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to its Affiliate by providing sixty (60) calendar days' advance written notice of such assignment or transfer to SBC MISSOURI; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement, or any rights or obligations hereunder, to its Affiliate if that Affiliate is a party to a separate agreement with SBC MISSOURI under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void <i>ab initio</i> .</b></p>	<p>no apparent dispute</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p><u>5.3 In the event that either Party makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other company identifier (collectively, an "OCN/Name Change"), the changing Party shall submit written notice to other Party within thirty (30) calendar days of the first action taken to implement such OCN/Name Change. A Party may make one (1) OCN/Name Change in any twelve (12) month period without charge by the Other Party for updating its databases, systems, and records solely to reflect such OCN/Name Change. This section does not apply to the repair and/or operator services announcement recordings, where the Parties shall pay the applicable charges outlined in the Pricing Appendix associated with recording and otherwise updating any branding or announcement(s), and applicable service order charges. In the event of any other OCN/AECN Change, the Parties agree that at such time as a Par</u></p>	<p><b>5.1.2 Corporate Name Change and/or change in "d/b/a" only</b></p>	<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report</p>



Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>5.12.1 Any assignment or transfer of an Agreement wherein only the CLEC name is changing, and which does not include a change to a CLEC OCN/ACNA, constitutes a CLEC Name Change. For a CLEC Name Change, CLEC will incur a record order charge for each CLEC CABS BAN. For resale or any other products not billed in CABS, to the extent a record order is available, a record order charge will apply per end user record. Rates for record orders are contained in the Appendix Pricing, Schedule of Prices. CLEC shall also submit a new Operator Service Questionnaire (OSQ) to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement.</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
		<p>5.1.3 Company Code Change</p>	

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>5.1.3.1 Any assignment or transfer of an interconnection agreement associated with the transfer or acquisition of “assets” provisioned under that interconnection agreement, where the OCN/ACNA formerly assigned to such “assets” is changing constitutes a CLEC Company Code Change. For the purposes of Section 5.1.3.1, “assets” means any Interconnection, Resale Service, unbundled Network Element, function, facility, product or service provided under that interconnection agreement. CLEC shall provide SBC MISSOURI with ninety (90) calendar days advance written notice of any assignment associated with a CLEC Company Code Change and obtain SBC MISSOURI’s consent. SBC MISSOURI shall not unreasonably withhold consent to a CLEC Company Code Change; provided, however, SBC MISSOURI’s consent to any CLEC Company Code Change is contingent upon cure of any outstanding charges owed under this Agreement and any outstanding charges associated with the “assets” subject to the CLEC Company Code Change. In addition, CLEC</p>	<p>SBC’s language is consistent with the Arbitrator’s Report.</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>5.1.3.2 For any CLEC Company Code Change, CLEC must submit a service order changing the OCN/ACNA for each end user record and/or a service order for each circuit ID number, as applicable. CLEC shall pay the appropriate charges for each service order submitted to accomplish a CLEC Company Code Change; such charges are contained in the Appendix Pricing, Schedule of Prices. In addition, CLEC shall submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement. In addition, CLEC shall pay any and all charges required for re-stenciling, re-engineering, changing locks, new signage and any other work necessary with respect to Collocation, as determined on an individual case basis.</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
		<p>5.1.4 Assignment of any Interconnection, Resale Service, unbundled Network Element, function, facility, product or service.</p>	<p>SBC's language is consistent with the Arbitrator's Report.</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>5.1.4.1 Any assignment or transfer of any Interconnection, Resale Service, unbundled Network Element, function, facility, product or service provisioned pursuant to this Agreement without the transfer or the assignment of this Agreement shall be deemed a CLEC to CLEC Mass Migration. The CLEC that is a Party to this Agreement shall provide SBC MISSOURI with ninety (90) calendar days advance written notice of any CLEC to CLEC Mass Migration. CLEC's written notice shall include the anticipated effective date of the assignment or transfer. The acquiring CLEC must cure any outstanding charges associated with any Interconnection, Resale Service, unbundled Network Element, function, facility, product or service to be transferred. In addition, the acquiring CLEC may be required to tender additional assurance of payment if requested under the terms of the acquiring CLEC's agreement.</p>	<p>SBC's language is consistent with the Arbitrator's Report.</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>5.1.4.2 Both CLECs involved in any CLEC to CLEC Mass Migration shall comply with all Applicable Law relating thereto, including but not limited to all FCC and state Commission rules relating to notice(s) to end users. The acquiring CLEC shall be responsible for issuing all service orders required to migrate any Interconnection, Resale Service, unbundled Network Element, function, facility, product or service provided hereunder. The appropriate service order charge or administration fee (for interconnection) will apply as specified in the Appendix Pricing, Schedule of Prices to the acquiring CLEC's interconnection agreement. The acquiring CLEC shall also submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to the acquiring CLEC's agreement. In addition, the acquiring CLEC shall pay any and all charges required for re-stenciling, re-engineering, changing locks, new</p>	<p>SBC's language is consistent with the Arbitrator's Report.</p>
		<p>5.1.5 Project Coordination</p>	

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>5.1.5.1 SBC MISSOURI will provide project management support to effectuate changes of the types identified in Sections 5.1.2, 5.1.3, and 5.1.4.</p>	<p>SBC's language is consistent with the Arbitrator's Report.</p>
		<p>5.1.5.2 SBC MISSOURI will provide project management support to minimize any possible service outages during any CLEC to CLEC Mass Migration. Should SBC MISSOURI's most current version of LSOR or ASOR guidelines not support the required order activity, SBC MISSOURI will issue service orders at the manual rate, as specified in the Appendix Pricing, Schedule of Prices to this Agreement, based upon type of service provided, and on the condition that CLEC provides to SBC MISSOURI any and all information SBC MISSOURI reasonably requests to effectuate such changes.</p>	<p>SBC's language is consistent with the Arbitrator's Report.</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
MCI GT&C 3	<p>6.2 <u>Either Party may make one (1) name change in any twelve (12) month period without charge by the other Party for updating that Party's databases, systems and records solely to reflect such name change. In the event of any other name change, each Party reserves the right to seek recovery of its reasonable and demonstrable costs associated with updating its applicable databases, systems and records to reflect the name change.</u></p>	<p><b>6.2 Any assignment or transfer of an Agreement wherein only MCI's name is changing, and which does not include a change to MCI's OCN/ACNA, constitutes a MCI Name Change. For a MCI Name Change, MCI will incur a record order charge for each MCI CABS BAN. For resale or any other products not billed in CABS, a record order charge will apply per end user record. Rates for record orders are contained in Appendix Pricing.</b></p>	<p>SBC language is most consistent with Arbitrator's Report</p>
	<p>6.5 <u>Intentionally Omitted</u></p>	<p><b>6.5 Company Code Change</b></p>	<p>SBC language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>6.5.1 Any assignment or transfer of an Agreement associated with the transfer or acquisition of “assets” provisioned under that Agreement, where the OCN/ACNA formerly assigned to such “assets” is changing constitutes a MCIIm Company Code Change. For the purposes of Section 6.5.1, “assets” means any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service provided under that Agreement. MCIIm shall provide SBC MISSOURI with ninety (90) calendar days advance written notice of any assignment associated with a MCIIm Company Code Change and obtain SBC MISSOURI’s consent. SBC MISSOURI shall not unreasonably withhold consent to a MCIIm Company Code Change; provided, however, SBC MISSOURI’s consent to any MCIIm Company Code Change is contingent upon cure of any outstanding charges owed under this Agreement and any outstanding charges associated with the “assets” subject to the MCIIm Company Code Change. In addition, MCIIm acknowledges that MCIIm may be</p>	<p>SBC’s language is consistent with the Arbitrator’s Report.</p>



Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>6.5.2 For any MCIIm Company Code Change, MCIIm must submit a service order changing the OCN/ACNA for each end user record and/or a service order for each circuit ID number, as applicable. MCIIm shall pay the appropriate charges for each service order submitted to accomplish a MCIIm Company Code Change; such charges are contained in Appendix Pricing. In addition, MCIIm shall submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and UNE, as applicable, at the rates specified in Appendix Pricing. In addition, MCIIm shall pay any and all charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.</p>	<p>SBC's language is consistent with the Arbitrator's Report.</p>
	<p>6.6 <u>Intentionally Omitted</u></p>	<p>6.6 Assignment of any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service.</p>	<p>SBC's language is consistent with the Arbitrator's Report.</p>

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>6.6.1 Any assignment or transfer of any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service provisioned pursuant to this Agreement without the transfer or the assignment of this Agreement shall be deemed a CLEC to CLEC mass migration. MCI shall provide SBC MISSOURI with ninety (90) calendar days advance written notice of any CLEC to CLEC mass migration. MCI's written notice shall include the anticipated effective date of the assignment or transfer. MCI must cure any outstanding charges associated with any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service to be transferred. In addition, MCI may be required to tender additional assurance of payment if requested under the terms of this agreement.</p>	<p>SBC's language is consistent with the Arbitrator's Report.</p>

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>6.6.2 Both CLECs involved in any CLEC to CLEC mass migration shall comply with all Applicable Law relating thereto, including but not limited to all FCC and state Commission rules relating to notice(s) to end users. MCI shall be responsible for issuing all service orders required to migrate any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service provided hereunder. The appropriate service order charge or administration fee (for interconnection) will apply as specified in Appendix Pricing. MCI shall also submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and UNE, as applicable, at the rates specified in Appendix Pricing. In addition, MCI shall pay any and all charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.</p>	<p>SBC's language is consistent with the Arbitrator's Report.</p>
	6.7 Intentionally Omitted	6.7 Project Coordination	

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p><b>6.7.1 SBC MISSOURI will provide project management support to minimize any possible service outages during any CLEC to CLEC mass migration. Should SBC MISSOURI's most current version of LSOR or ASOR guidelines not support the required order activity, SBC MISSOURI will issue service orders at the manual rate, as specified in Appendix Pricing, based upon the type of service provided, and on the condition that MCI provides to SBC MISSOURI any and all information SBC MISSOURI reasonably requests to effectuate such changes.</b></p>	<p>SBC's language is consistent with the Arbitrator's Report.</p>
Navigator GT&C 6	5.0 Assignment	5.0 Assignment	no apparent dispute
	<p>5.1.1.1 <u>Neither party hereto</u> may not assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliated third party without the prior written consent of SBC MISSOURI <u>the other Party hereto, which shall consent shall not be unreasonably withheld, except as provided herein.</u> Any attempted assignment or transfer that is not permitted is void <i>ab initio</i> .</p>	<p>5.1.1.1 CLEC may not assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliated third party without the prior written consent of SBC MISSOURI. Any attempted assignment or transfer that is not permitted is void <i>ab initio</i> .</p>	<p>Navigator's language is most consistent with Arbitrator's Report (in Issue 3a)</p>
	5.1.2 Corporate Name Change and/or change in "d/b/a" only	5.1.2 Corporate Name Change and/or change in "d/b/a" only	no apparent dispute

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>5.1.2.1 Any assignment or transfer of an Agreement wherein only the CLEC name is changing, and which does not include a change to a CLEC OCN/ACNA, constitutes a CLEC Name Change. For a CLEC Name Change, CLEC will incur a record order charge for each CLEC CABS BAN. For resale or any other products not billed in CABS, to the extent a record order is available, a record order charge will apply per <u>Resale BAN</u>. Rates for record orders are contained in the Appendix Pricing, Schedule of Prices. CLEC shall also submit a new Operator Service Questionnaire (OSQ) to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement.</p>	<p>5.1.2.1 Any assignment or transfer of an Agreement wherein only the CLEC name is changing, and which does not include a change to a CLEC OCN/ACNA, constitutes a CLEC Name Change. For a CLEC Name Change, CLEC will incur a record order charge for each CLEC CABS BAN. For resale or any other products not billed in CABS, to the extent a record order is available, a record order charge will apply per <b>end user record</b>. Rates for record orders are contained in the Appendix Pricing, Schedule of Prices. CLEC shall also submit a new Operator Service Questionnaire (OSQ) to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and <b>section 251 (c)(3)</b> UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement.</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
	<p>5.1.3 Company Code Change</p>	<p>5.1.3 Company Code Change</p>	<p>no apparent dispute</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>5.1.3.1 Any assignment or transfer of an interconnection agreement associated with the transfer or acquisition of “assets” provisioned under that interconnection agreement, where the OCN/ACNA formerly assigned to such “assets” is changing constitutes a CLEC Company Code Change. For the purposes of Section 5.1.3.1, “assets” means any Interconnection, Resale Service, <b>Lawful</b> Unbundled Network Element, function, facility, product or service provided under that interconnection agreement. CLEC shall provide SBC MISSOURI with <u>sixty (60)</u> calendar days advance written notice of any assignment associated with a CLEC Company Code Change and obtain SBC MISSOURI’s consent. SBC MISSOURI shall not unreasonably withhold consent to a CLEC Company Code Change; provided, however, SBC MISSOURI’s consent to any CLEC Company Code Change is contingent upon cure of any outstanding <u>non-disputed</u> charges owed under this Agreement and any outstanding <u>non-disputed</u> charges associated with the “assets” subject to the CLEC Company Code Change. In addition, CLEC acknowledges that CLEC</p>	<p>5.1.3.1 Any assignment or transfer of an interconnection agreement associated with the transfer or acquisition of “assets” provisioned under that interconnection agreement, where the OCN/ACNA formerly assigned to such “assets” is changing constitutes a CLEC Company Code Change. For the purposes of Section 5.1.3.1, “assets” means any Interconnection, Resale Service, <b>section 251 (c)(3)</b> Unbundled Network Element, function, facility, product or service provided under that interconnection agreement. CLEC shall provide SBC MISSOURI with ninety (90) calendar days advance written notice of any assignment associated with a CLEC Company Code Change and obtain SBC MISSOURI’s consent. SBC MISSOURI shall not unreasonably withhold consent to a CLEC Company Code Change; provided, however, SBC MISSOURI’s consent to any CLEC Company Code Change is contingent upon cure of any outstanding charges owed under this Agreement and any outstanding charges associated with the “assets” subject to the CLEC Company Code Change. In addition, CLEC acknowledges that CLEC may be required</p>	<p>SBC’s language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	5.1.4 Assignment of any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service.	5.1.4 Assignment of any Interconnection, Resale Service, <b>section 251 (c)(3)</b> Unbundled Network Element, function, facility, product or service.	Navigator's language is most consistent with Arbitrator's Report
	5.1.4.1 Any assignment or transfer of any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service provisioned pursuant to this Agreement without the transfer or the assignment of this Agreement shall be deemed a CLEC to CLEC Mass Migration. The CLEC that is a Party to this Agreement shall provide SBC MISSOURI with <u>thirty 30</u> ) calendar days advance written notice of any CLEC to CLEC Mass Migration. CLEC's written notice shall include the anticipated effective date of the assignment or transfer. The acquiring CLEC must cure any outstanding <u>non-disputed</u> charges associated with any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service to be transferred. In addition, the acquiring CLEC may be required to tender additional assurance of payment if requested under the terms of the acquiring CLEC's agreement.	5.1.4.1 Any assignment or transfer of any Interconnection, Resale Service, <b>section 251 (c)(3)</b> Unbundled Network Element, function, facility, product or service provisioned pursuant to this Agreement without the transfer or the assignment of this Agreement shall be deemed a CLEC to CLEC Mass Migration. The CLEC that is a Party to this Agreement shall provide SBC MISSOURI with ninety (90) calendar days advance written notice of any CLEC to CLEC Mass Migration. CLEC's written notice shall include the anticipated effective date of the assignment or transfer. The acquiring CLEC must cure any outstanding charges associated with any Interconnection, Resale Service, <b>section 251 (c)(3)</b> Unbundled Network Element, function, facility, product or service to be transferred. In addition, the acquiring CLEC may be required to tender additional assurance of payment if requested under the terms of the acquiring CLEC's agreement.	Navigator's language is most consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Wiltel GT&C 7	4.8.2.1 Any assignment or transfer of an Agreement wherein only the CLEC name is changing, and which does not include a change to a CLEC OCN/ACNA, constitutes a CLEC Name Change. <u>There shall be no record or other charge to CLEC in the event of a CLEC Name Change.</u>	4.8.2.1 Any assignment or transfer of an Agreement wherein only the CLEC name is changing, and which does not include a change to a CLEC OCN/ACNA, constitutes a CLEC Name Change. <b>For a CLEC Name Change, CLEC will incur a record order charge for each CLEC CABS BAN. For resale or any other products not billed in CABS, to the extent a record order is available, a record order charge will apply per end user record. Rates for record orders are contained in the Appendix Pricing, Schedule of Prices. CLEC shall also submit a new Operator Service Questionnaire (OSQ) to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement.</b>	SBC's language is most consistent with Arbitrator's Report



Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>4.8.3.2 For any CLEC Company Code Change, CLEC must submit a service order changing the OCN/ACNA for each end user record and/or a service order for each circuit ID number, as applicable. <u>There shall be no record or other charge to CLEC in the event of a CLEC Company Code Change., Unless contrary to the rules of the Commission or other Applicable Law,</u> CLEC shall pay any reasonable out-of-pocket charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.</p>	<p>4.8.3.2 For any CLEC Company Code Change, CLEC must submit a service order changing the OCN/ACNA for each end user record and/or a service order for each circuit ID number, as applicable. <b>CLEC shall pay the appropriate charges for each service order submitted to accomplish a CLEC Company Code Change; such charges are contained in the Appendix Pricing, Schedule of Prices. In addition, CLEC shall submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and Lawful UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement. In addition, , CLEC shall pay any and all charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
AT&T GT&C 4	5.1 Assignment of Contract	5.1 Assignment of Contract	no apparent dispute

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	5.1.1 Neither <u>AT&amp;T</u> nor <u>SBC MISSOURI</u> may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a non-affiliate third person without the prior written consent of <u>the other Party</u> , which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment or transfer that is not permitted is void ab initio.	5.1.1 <b>AT&amp;T may not</b> assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a non-affiliate third person without the prior written consent of <b>SBC MISSOURI</b> , which consent shall not be unreasonably withheld, conditioned or delayed. A attempted assignment or transfer that is not permitted is void ab initio.	AT&T's language is most consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>5.1.2 <u>SBC MISSOURI</u> and AT&amp;T may assign or transfer this Agreement to its Affiliate(s) or a Third Party by providing <u>the other Party</u> written notice sixty (60) calendar days' prior to such assignment or transfer; provided such assignment is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain any required Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, AT&amp;T may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate(s) or any Third Party if that Affiliate(s) or Third Party is a party to a separate agreement with SBC MISSOURI under Sections 251 and 252 of the Act. Any attempted assignment or transfer of this Agreement that is not expressly permitted or allowed shall be void.</p>	<p>5.1.2 AT&amp;T may assign or transfer this Agreement to its Affiliate(s) or a Third Party by providing the <b>SBC MISSOURI</b> written notice sixty (60) calendar days' prior to such assignment or transfer; provided such assignment is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain any required Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, AT&amp;T may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate(s) or any Third Party if that Affiliate(s) or Third Party is a party to a separate agreement with SBC MISSOURI under Sections 251 and 252 of the Act. Any attempted assignment or transfer of this Agreement that is not expressly permitted or allowed shall be void.</p>	<p>AT&amp;T's language is most consistent with Arbitrator's Report</p>
Charter GT&C 27a	language above	language above	
Wiltel GT&C 8	<p>4.8.3.1 Any assignment or transfer of an Agreement associated with the transfer or acquisition of "assets" provisioned under that Agreement, where the OCN/ACNA formerly assigned to such</p>	<p>4.8.3.1 Any assignment or transfer of an Agreement associated with the transfer or acquisition of "assets" provisioned under that Agreement, where the OCN/ACNA formerly assigned to such</p>	<p>Wiltel's language is most consistent with Arbitrator's Report</p>
<b>Subpoint D: Billing</b>			
CC GT&C 7a	9.0 Payment of Rates and Charges	9.0 Payment of Rates and Charges	no apparent dispute

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>9.1 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all <u>undisputed</u> rates and charges due and owing under this Agreement within <u>forty-five (45) days of receipt of an invoice properly delivered according to the primary medium defined by CLEC. Except as otherwise specifically provided in this Agreement interest on overdue invoices will apply at the six (6) month Commercial Paper Rate applicable on the first business day of each calendar year.</u></p>	<p>9.1 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all rates and charges due and owing under this Agreement within <b>thirty (30) days from the date of the invoice. For purposes of this Agreement, the “Bill Due Date” shall be defined to mean thirty (30) calendar days from the date of the invoice</b></p>	<p>The CLEC Coalition's language is most consistent with Arbitrator's Report</p>
		<p>9.2 If CLEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to SBC MISSOURI as of the Bill Due Date (individually and collectively, “Past Due”), then a late payment charge will be assessed as provided in Sections 9.2.1 and 9.2.2, as applicable.</p>	<p>SBC's language is not consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>9.2.1 If any charge incurred under this Agreement that is billed out of any SBC MISSOURI billing system other than the SBC MISSOURI Customer Records Information System (CRIS) becomes Past Due, the unpaid amounts shall bear interest from the day following the Bill Due Date until the day paid at the lesser of (i) the rate used to compute the Late Payment Charge in the SBC MISSOURI intrastate access services tariff in that state and (ii) the highest rate of interest that may be charged under Applicable Law, The application of interest (at the rate set forth in the preceding sentence) to any Past Due charge incurred under this Agreement that is billed out of any SBC MISSOURI billing system other than SBC MISSOURI' CRIS will comply with the process set forth in the SBC MISSOURI intrastate access services tariff.</p>	<p>SBC's language is not consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>9.2.2 If any charge incurred under this Agreement that is billed out of SBC MISSOURI' CRIS is Past Due, a late payment charge calculated as specified in Section 20.7.1 of SBC MISSOURI' General Exchange Tariff will be assessed on any Past Due Missouri balance, provided, however, the late payment charge shall not be applied to any balance to which the late payment charge was applied in a previous billing.</p>	<p>SBC's language is not consistent with Arbitrator's Report</p>
		<p>9.2.3 All billing disputes between the Parties shall be governed by this Section and Section XX.</p>	<p>no apparent dispute</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>9.3 The Parties shall make all payments to one another via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by each Party. Remittance information will be communicated together with the funds transfer via the ACH network. The Parties must use the CCD+ or the CTX transaction set. The Parties will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer must be received by the Billing Party no later than the Bill Due Date of each bill or Late Payment Charges will apply. Neither Party will be liable for any delays in receipt of funds or errors in entries caused by the other Party or Third Parties, including the Paying Party's financial institution. Each Party is responsible for its own banking fees.</p>	<p>SBC's language is not consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>9.3.1 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. Each Party will be responsible for any Late Payment Charges resulting from that Party's failure to use electronic funds credit transfers through the ACH network.</p>	<p>SBC's language is not consistent with Arbitrator's Report</p>



Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p><b>9.4 If any portion of an amount due to a Party (the “Billing Party”) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the “Non-Paying Party”) must, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes (“Disputed Amounts”) and include in such written notice the specific details and reasons for disputing each item that is listed in Section 13 . The Non-Paying Party should utilize any existing and preferred form provided by the Billing Party to provide written notice of disputes to the Billing Party. <u>The Non-Paying Party must</u> pay when due: (i) all undisputed amounts to the Billing Party, and (ii) those disputed amounts that are required to be paid into escrow pursuant to Section 9 of this Agreement , which must be deposited into an interest bearing escrow account with a <u>Third</u></b></p>	<p>To the extent that it includes the escrow requirement, SBC’s language is not consistent with Arbitrator Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p><b>9.4.1 The financial institution proposed as the <u>Third Party</u> escrow agent must be located within the continental United States;</b></p>	<p>SBC's language is not consistent with Arbitrator's Report</p>
		<p><b>9.4.2 The financial institution proposed as the <u>Third Party</u> escrow agent may not be an Affiliate of either Party; and</b></p>	<p>SBC's language is not consistent with Arbitrator's Report</p>
		<p><b>9.4.3 The financial institution proposed as the <u>Third Party</u> escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.</b></p>	<p>SBC's language is not consistent with Arbitrator's Report</p>
		<p><b>9.4.4 In addition to the foregoing requirements for the <u>Third Party</u> escrow agent, the Non-Paying Party and the financial institution proposed as the <u>Third Party</u> escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:</b></p>	<p>SBC's language is not consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<b>9.4.4.1 The escrow account must be an interest bearing account;</b>	SBC's language is not consistent with Arbitrator's Report
		<b>9.4.4.2 All charges associated with opening and maintaining the escrow account will be borne by the Non-Paying Party;</b>	SBC's language is not consistent with Arbitrator's Report
		<b>9.4.4.3 That none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;</b>	SBC's language is not consistent with Arbitrator's Report
		<b>9.4.4.4 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal; and</b>	SBC's language is not consistent with Arbitrator's Report
		<b>9.4.4.5 Disbursements from the escrow account shall be limited to those:</b>	SBC's language is not consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p><b>9.4.4.5.1 authorized in writing by both the Non-Paying Party and the Billing Party (that is, signature(s) from representative(s) of the Non-Paying Party only are not sufficient to properly authorize any disbursement); or</b></p>	<p>SBC's language is not consistent with Arbitrator's Report</p>
		<p><b>9.4.4.5.2 made in accordance with the final, non-appealable order of the Arbitrator's appointed pursuant to the provisions of Section 11.7; or</b></p>	<p>SBC's language is not consistent with Arbitrator's Report</p>
		<p><b>9.4.4.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the Arbitrator's's award pursuant to Section 9.7.</b></p>	<p>SBC's language is not consistent with Arbitrator's Report</p>
		<p><b>9.5 Disputed Amounts in escrow shall <u>not</u> be subject to late payment charges as set forth in Section 9.2</b></p>	<p>SBC's language is not consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p><u>9.6 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in paragraph 13.</u></p>	<p>SBC's language is consistent with the Arbitrator's Report.</p>
		<p><b>9.7 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties shall cooperate to ensure that all of the following actions are completed:</b></p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>
		<p><b>9.7.1 the Billing Party shall credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto, no later than the second Bill Due Date after resolution of the Dispute:</b></p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p><b>9.7.1.1 within ten (10) Business days after resolution of the Dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party shall be released to the Non-Paying Party, together with any accrued interest thereon;</b></p>	<p>SBC's language is not consistent with Arbitrator's Report</p>
		<p><b>9.7.1.2 within ten (10) Business days after resolution of the Dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party shall be released to the Billing Party, together with any accrued interest thereon; and</b></p>	<p>SBC's language is not consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>9.7.1.3 no later than the third Bill Due Date after resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 9.2</p>	<p>To the extent that it includes the escrow requirement, SBC's language is not consistent with Arbitrator Report</p>
		<p>9.8 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 8.7.1.1 and Section 8.7.1.3 are completed within the times specified therein.</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>
		<p><u>9.9</u> Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the times specified in Section 11.7 shall be grounds for termination of the Interconnection, Resale Services, unbundled Network Elements, Collocation, functions, facilities, products and services provided under this Agreement.</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		9.10 If either Party requests one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.	SBC's language is most consistent with the Arbitrator's Report.
		9.10.1 Each additional copy of any bill provided for billing from SBC MISSOURI' Carrier Access Billing System (CABS) billing system will incur charges as specified in Access Service Tariff FCC No. 73 Section 13 Alternate Bill Media.	SBC's language is most consistent with the Arbitrator's Report.
		9.10.2 Bills provided to CLEC from SBC MISSOURI' CRIS system through Bill Plus will incur charges as specified in Appendix Pricing.	SBC's language is most consistent with the Arbitrator's Report.
CC GT&C 7b	language above	language above	no apparent dispute
Charter GT&C 33	8.7 If the Non-Paying Party disputes any charges and any portion of the dispute is <b>RESOLVED</b> in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:	8.7 If the Non-Paying Party disputes any charges and any portion of the dispute is <b>RESOLVED</b> in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:	no apparent dispute



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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>8.7.1 the Billing Party will, <u>at the option of the Non-Paying Party (a) credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts</u> <b>RESOLVED</b> in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute, <u>or (b) make a payment in immediately available funds of the applicable amounts no later than fourteen (14) calendar days following the resolution of the dispute.</u></p>	<p>8.7.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts <b>RESOLVED</b> in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
		<p><b>8.7.1.1 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts RESOLVED in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
		<p><b>8.7.1.2 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts RESOLVED in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		8.7.1.3 no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 8.1.5.	SBC's language is most consistent with Arbitrator's Report
	8.8 If the Non-Paying Party disputes any charges and the entire dispute is <b>RESOLVED</b> in favor of the Billing Party, the Parties will cooperate to ensure that the actions required by Section 8.7.1 are completed within the times specified therein.	8.8 If the Non-Paying Party disputes any charges and the entire dispute is <b>RESOLVED</b> in favor of the Billing Party, the Parties will cooperate to ensure that <b>all of</b> the actions required by Section 8.7.1.1 and Section 8.7.1.3 are completed within the times specified therein	SBC's language is most consistent with the Arbitrator's Report.
	8.9 If either Party requests one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or a <u>commercially reasonable request for</u> correction(s) to the original bill	8.9 If either Party requests one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or a correction(s) to the original bill	SBC's language is most consistent with Arbitrator's Report
CC GT&C 8	10. Limitation on Back-billing and Credit Claims:	10. Limitation on Back-billing and Credit Claims:	no apparent dispute

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>10.3 <u>Neither Party shall bill the other Party for any charges that accrued or were incurred more than six (6) months prior to the date the usage or billing event occurred, and such billing Party waives any charges that are not billed within six (6) months of the date such billing events were incurred.</u></p>	<p>10.3 Intentionally left blank</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>10.4 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to back-bill for or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve month period for any back-billing or credit claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p><b>10.5 Back-billing and credit claims, as limited above, will apply to all Interconnection, Resale Services, unbundled Network Elements, Collocation, facilities, functions, product and services purchased under this Agreement. Reciprocal Compensation is specifically excluded from this Section 10 and is addressed separately in the Reciprocal Compensation Attachment.</b></p>	<p>SBC's language is consistent with the Arbitrator's Report.</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Charter GT&C 32	<p>8.4 If any portion of an amount due to a Party (the “Billing Party”) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the “Non-Paying Party”) must, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes (“Disputed Amounts”) and include in such written notice <u>a commercially reasonable explanation of the basis for the dispute, including to the extent commercially reasonable in the circumstances</u>, details and reasons for disputing each item listed in Section 10.4.1. <u>Upon written request from the Billing Party, the Non-Paying Party shall provide additional detail and explanation of the basis of a dispute within a commercially reasonable time.</u> The Disputing Party should utilize any existing and preferred form provided by the Billing Party to communicate disputes to the Billing Party. On or before the Bill Due Date, the Non-Paying Party must pay all undisputed amounts to the Billing Party,</p>	<p>8.4 If any portion of an amount due to a Party (the “Billing Party”) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the “Non-Paying Party”) must, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes (“Disputed Amounts”) and include in such written notice <b>the specific</b> details and reasons for disputing each item listed in Section 10.4.1. The Disputing Party should utilize any existing and preferred form provided by the Billing Party to communicate disputes to the Billing Party. On or before the Bill Due Date, the Non-Paying Party must pay <b>(i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties.</b></p>	<p>To the extent that it includes the escrow requirement, SBC’s language is not consistent with Arbitrator Report</p>
	<p>8.5 Disputed Amounts will be subject to Late Payment Charges as set forth in Section 8.1.5.</p>	<p>8.5 Disputed Amounts <b>in escrow</b> will be subject to Late Payment Charges as set forth in Section 8.1.5.</p>	<p>Charter's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Position</b>
		8.6 Requirements to Establish Escrow Accounts.	SBC's language is not consistent with Arbitrator's Report
		8.6.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria:	SBC's language is not consistent with Arbitrator's Report
		8.6.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;	SBC's language is not consistent with Arbitrator's Report
		8.6.1.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and	SBC's language is not consistent with Arbitrator's Report
		8.6.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH (credit transactions) (electronic funds) transfers.	SBC's language is not consistent with Arbitrator's Report
		8.6.2 In addition to the foregoing requirements for the Third Party escrow agent, the disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:	SBC's language is not consistent with Arbitrator's Report
		8.6.2.1 The escrow account must be an interest bearing account;	SBC's language is not consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		8.6.2.2 all charges associated with opening and maintaining the escrow account will be borne by the disputing Party;	SBC's language is not consistent with Arbitrator's Report
		8.6.2.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;	SBC's language is not consistent with Arbitrator's Report
		8.6.2.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and	SBC's language is not consistent with Arbitrator's Report
		8.6.2.5 disbursements from the escrow account will be limited to those:	SBC's language is not consistent with Arbitrator's Report
		8.6.2.5.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or	SBC's language is not consistent with Arbitrator's Report
		8.6.2.5.2 made in accordance with the final, non-appealable order of the Arbitrator's appointed pursuant to the provisions of Section 10.7; or	SBC's language is not consistent with Arbitrator's Report



Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		8.6.2.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the Arbitrator's's award pursuant to Section 10.7.	SBC's language is not consistent with Arbitrator's Report
		8.6.3 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 8.1.5.	SBC's language is not consistent with Arbitrator's Report
		8.6.5 The Billed Party shall not be required to place Disputed Amounts in escrow, as required by Section 8.5, above, if the Billed Party does not have a proven history of late payments and has established a minimum of twelve consecutive (12) months good credit history with the Billing Party (prior to the date it notifies the Billing Party of its billing dispute); and either	SBC's language is not consistent with Arbitrator's Report
		(i) the Billed Party has not filed more than three previous billing disputes within the twelve (12) months immediately preceding the date it notifies the Billing Party of its current billing dispute, which previous disputes were RESOLVED in Billing Party's favor; or,	SBC's language is not consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		(ii) if the bill containing the disputed charges is not the first bill for a particular service to the Billed Party, the Billed Party's dispute does not involve 50% or more of the total amount of the previous bill out of the same billing system.	SBC's language is not consistent with Arbitrator's Report
CC GT&C 7c	language above	language above	
Navigator GT&C 11b	13.4 Billing Disputes	13.4 Billing Disputes	no apparent dispute

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>13.4.1 Each Party agrees to notify the other Party of a billing dispute by using the standard document, if any, made available by the Billing Party and may invoke the informal dispute resolution process described in Section 12.3. The Parties will endeavor to resolve the dispute within thirty (30) to sixty (60) calendar days after receipt of the Non-Paying Party's written notice. In order to resolve a billing dispute, the Non-Paying Party shall furnish the Billing Party written notice of (i) the date of the bill in question, (ii) CBA or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed (vi) amount in question (vii) the reason that the Non-Paying Party disputes the billed amount and (viii) PON.</p>	<p>13.4.1 Each Party agrees to notify the other Party of a billing dispute by using the standard document, if any, made available by the Billing Party and may invoke the informal dispute resolution process described in Section 12.3. The Parties will endeavor to resolve the dispute within thirty (30) to sixty (60) calendar days after receipt of the Non-Paying Party's written notice. In order to resolve a billing dispute, the Non-Paying Party shall furnish the Billing Party written notice of (i) the date of the bill in question, (ii) CBA or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed (vi) amount in question (vii) the reason that the Non-Paying Party disputes the billed amount and (viii) PON. <b>To be deemed a "dispute" under this Section 13.4, the Non-Paying Party must provide evidence that it has paid the disputed amount.</b></p>	<p>Navigator's language is most consistent with Arbitrator Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Sprint GT&C 12		9.3.3 pay all Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into an interest bearing escrow account that complies with the requirements set forth in Section 8.4; <b>and</b>	SBC's language is not consistent with Arbitrator's Report
		9.3.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 and deposited a sum equal to the Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into that account. Until evidence that the full amount of the Disputed Charges [other than disputed charges arising from Appendix Reciprocal Compensation] has been deposited into an escrow account that complies with Section 8.4 is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 10.	SBC's language is not consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>9.5.1 If the Non-Paying Party fails to (a) pay any undisputed Unpaid Charges in response to the Billing Party's Section 9.2 notice, (b) timely furnish any assurance of payment requested in accordance with Section 7 or (c) make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in (a) through (c) of this Section within ten (10) Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:</p>	<p>9.5.1 If the Non-Paying Party fails to (a) pay any undisputed Unpaid Charges in response to the Billing Party's Section 9.2 notice, <b>(b) deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 within the time specified in Section 9.3,</b> (c) timely furnish any assurance of payment requested in accordance with Section 7 or (d) make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in (a) through (d) of this Section within ten (10) Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:</p>	<p>Sprint's language is most consistent with Arbitrator's Report</p>
<p>Wiltel GT&amp;C 9</p>	<p>5.5.2 Each Party shall promptly pay all amounts owed under this Agreement or <u>handle</u> any Disputed Amounts <u>in accordance with Section 8.4.</u></p>	<p>Each Party shall promptly pay all amounts owed under this Agreement or place any Disputed Amounts into an escrow account <b>that complies with Section 8.4 hereof:</b></p>	<p>Wiltel's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Witel GT&C 11	8.4 If any portion of an amount due to a Party (the “ <b>Billing Party</b> ”) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the “ <b>Non-Paying Party</b> ”) must, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes (“ <b>Disputed Amounts</b> ”) and include in such written notice the specific details and reasons for disputing each item listed in Section 10.4.1. The Disputing Party should utilize any existing and preferred form provided by the Billing Party to communicate disputes to the Billing Party. On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the Billing Party, and (ii) <u>provide a notice to the Billing Party with the information set forth in Section 10.4.1 pertaining to any Disputed Amounts.</u>	8.4 If any portion of an amount due to a Party (the “ <b>Billing Party</b> ”) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the “ <b>Non-Paying Party</b> ”) must, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes (“ <b>Disputed Amounts</b> ”) and include in such written notice the specific details and reasons for disputing each item listed in Section 10.4.1. The Disputing Party should utilize any existing and preferred form provided by the Billing Party to communicate disputes to the Billing Party. On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the Billing Party, and (ii) <b>all Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties.</b>	Witel's language is most consistent with Arbitrator's Report
	8.5 – 8.6.3 None	<b>8.5 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 8.1.5.</b>	SBC's language is not consistent with Arbitrator's Report
		<b>8.6 Requirements to Establish Escrow Accounts.</b>	SBC's language is not consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Position</b>
		<b>8.6.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria:</b>	SBC's language is not consistent with Arbitrator's Report
		<b>8.6.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;</b>	SBC's language is not consistent with Arbitrator's Report
		<b>8.6.1.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and</b>	SBC's language is not consistent with Arbitrator's Report
		<b>8.6.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH (credit transactions) (electronic funds) transfers.</b>	SBC's language is not consistent with Arbitrator's Report
		<b>8.6.2 In addition to the foregoing requirements for the Third Party escrow agent, the disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:</b>	SBC's language is not consistent with Arbitrator's Report
		<b>8.6.2.1 The escrow account must be an interest bearing account;</b>	SBC's language is not consistent with Arbitrator's Report
		<b>8.6.2.2 all charges associated with opening and maintaining the escrow account will be borne by the disputing Party;</b>	SBC's language is not consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		8.6.2.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;	SBC's language is not consistent with Arbitrator's Report
		8.6.2.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and	SBC's language is not consistent with Arbitrator's Report
		8.6.2.5 disbursements from the escrow account will be limited to those:	SBC's language is not consistent with Arbitrator's Report
		8.6.2.5.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or	SBC's language is not consistent with Arbitrator's Report
		8.6.2.5.2 made in accordance with the final, non-appealable order of the Arbitrator's appointed pursuant to the provisions of Section 10.7; or	SBC's language is not consistent with Arbitrator's Report
		8.6.2.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the Arbitrator's's award pursuant to Section 10.7.	SBC's language is not consistent with Arbitrator's Report
		8.6.3 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 8.1.5.	SBC's language is not consistent with Arbitrator's Report



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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		8.7.1.1 within ten (10) Business Days after resolution of the dispute, the portion of the <b>escrowed</b> Disputed Amounts resolved in favor of the Non-Paying Party will be <b>released</b> to the Non-Paying Party, <b>together with any interest accrued thereon</b>	To the extent that it includes the escrow requirement, SBC's language is not consistent with Arbitrator Report
		8.7.1.2 within ten (10) Business Days after resolution of the dispute, the portion of the <b>escrowed</b> Disputed Amounts resolved in favor of the Billing Party will be <b>released</b> to the Billing Party, <b>together with any interest accrued thereon</b> and	To the extent that it includes the escrow requirement, SBC's language is not consistent with Arbitrator Report
		8.7.1.3 no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party <b>the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges</b> the Billing Party is entitled to receive pursuant to Section 8.1.5	To the extent that it includes the escrow requirement, SBC's language is not consistent with Arbitrator Report
		<b>9.3.3 pay all Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into an interest bearing escrow account that complies with the requirements set forth in Section 8.4; and</b>	SBC's language is not consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>9.3.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 and deposited a sum equal to the Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into that account. Until evidence that the full amount of the Disputed Charges [other than disputed charges arising from Appendix Reciprocal Compensation] has been deposited into an escrow account that complies with Section 8.4 is furnished to the Billing Party, such Unpaid Charges will not be deemed to be “disputed” under Section 10.</p>	<p>SBC's language is not consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>9.5.1 If the Non-Paying Party fails to (a) pay any undisputed Unpaid Charges in response to the Billing Party's Section 9.2 notice, <b>(b) deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 within the time specified in Section 9.3,</b> (c) timely furnish any assurance of payment requested in accordance with Section 7 or (d) make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in (a) through (d) of this Section within ten (10) Business Days. <b>On the day that the Billing Party provides such written demand to the Non-Paying Party,</b> the Billing Party may also exercise any or all of the following options:</p>	<p>To the extent that it includes the escrow requirement, SBC's language is not consistent with Arbitrator Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>10.4.1 If the written notice given pursuant to Section 10.3 discloses that a CLEC dispute relates to billing, then the procedures set forth in this Section 10.4 shall be used and the dispute shall first be referred to the appropriate service center <b><u>SBC MIDWEST REGION 5-STATE</u></b> Service Center; <b><u>SBC-7STATE</u></b> Local Service Center (LSC); <b><u>SBC CONNECTICUT</u></b> Local Exchange Carrier Center (LEC-C)] for resolution. In order to resolve a billing dispute, CLEC shall furnish <b><u>SBC-13STATE</u></b> written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that CLEC disputes the billed amount. To be deemed a “dispute” under this Section 10.4, CLEC must provide evidence that it has <b>either</b> paid the disputed amount or <b>established an interest bearing escrow account that complies with the requirements set forth in Section 8.4 of this Agreement a</b></p>	<p>To the extent that it includes the escrow requirement, SBC's language is not consistent with Arbitrator Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
MCI INV 1	3.2.1 Remittance in full of all <u>undisputed</u> bills are due thirty (30) calendar days after each Bill Date (the “Bill Due Date”) and shall be paid in accordance with the terms of this Appendix Invoicing. If the Bill Due Date is a Saturday, Sunday, or has been designated a bank holiday, payment will be due the next business day. Late payment charges, if any, will be assessed in accordance with the requirements in this Appendix.	3.2.1 Remittance in full of all bills <b>not subject to an exception set forth in Section 8</b> are due thirty (30) calendar days after each Bill Date (the “Bill Due Date”) and shall be paid in accordance with the terms of this Appendix Invoicing. If the Bill Due Date is a Saturday, Sunday, or has been designated a bank holiday, payment will be due the next business day. Late payment charges, if any, will be assessed in accordance with the requirements in this Appendix.	MCI's language is most consistent with Arbitrator's Report
	3.3 The Billed Party shall pay in full all <u>undisputed</u> billed charges. However, nothing in this Appendix Invoicing shall be construed to limit either Party’s ability to file claims at the Local Service Center and/or seek Dispute Resolution in accordance with the terms of this Agreement.	3.3 <b>Except as provided in Sections 4 (REMITTANCE AND PAYMENT OF BILLS FOR RECIPROCAL COMPENSATION) and 8 (EXCEPTIONS) of this Appendix Invoicing</b> , the Billed Party shall pay in full all billed charges, <b>even if some or all of the charges are disputed</b> . However, nothing in this Appendix Invoicing shall be construed to limit either Party’s ability to file claims at the Local Service Center and/or seek Dispute Resolution in accordance with the terms of this Agreement.	MCI's language is most consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	8.3 thru 8.3.3 <u>Intentionally Omitted.</u>	<p><b>8.3 Inaccurate Billing. On a Billing Account Number (“BAN”) basis, the Billed Party may request an investigation for any BAN that the Billed Party has a good faith reason to believe (i) was rendered in error or (ii) contains obvious inaccuracies. For purposes of this section, rendered in error shall mean a bill that contains an OCN or OCNs that do not belong to the Billed Party or a bill for services that were ordered by a company other than the Billed Party. For purposes of this section, obvious inaccuracy shall mean only amounts due for that BAN that exceeds a 30% increase over the average monthly total for that BAN for the six-month period immediately preceding the invoice in question.</b></p>	<p>MCI's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>8.3.1 Any such request for an investigation shall follow the claims process in section 6.7. During the pendency of the investigation, the Billed Party must comply with all agreed upon requirements for filing claims and shall cooperate with the Billing Party in investigating the billing inaccuracy. The request must include a notation of "inaccurate billing," a detailed explanation of what rate or rate elements are inaccurate, and show the calculation of the average monthly billing for the previous 6 (six) months worth of billing to that BAN.</p>	<p>MCI's language is most consistent with Arbitrator's Report</p>
		<p>8.3.2 Only amounts above the 130% level are relieved of the obligation to "pay and dispute" as specified in section 3.3 of this Appendix Invoicing, and only until a revised invoice for the investigated BAN is submitted, or for a period of sixty (60) days, whichever is sooner. Any invoices received for other BANs that are not the subject of a request for an investigation, shall be due and payable in accordance with the requirements of this Appendix Invoicing</p>	<p>MCI's language is most consistent with Arbitrator's Report</p>

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p><b>8.3.2.1 If a revised invoice for the investigated BAN is provided by the Billing Party to the Billed Party, the Bill Due Date for that revised invoice shall be thirty (30) days after the date the revised invoice is provided and all other terms and conditions herein will apply.</b></p>	<p>MCI's language is most consistent with Arbitrator's Report</p>
		<p><b>8.3.2.2 If no revised invoice for the investigated BAN is provided by the Billing Party, and the Parties have not completed the investigation for a billing inaccuracy within sixty (60) days of the date the Billed Party requested the investigation, then either Party may seek to resolve the dispute pursuant to the terms of the Dispute Resolution provisions of this Agreement.</b></p>	<p>MCI's language is most consistent with Arbitrator's Report</p>
		<p><b>8.3.3 In the event of a consolidation of multiple BANs into a single BAN, the Parties agree that the prior six months average billing for the remaining single BAN will no longer properly represent the basis for the 130% threshold, and that the Parties agree to meet and confer before invoking the withholding rights outlined above on the consolidated BAN.</b></p>	<p>MCI's language is most consistent with Arbitrator's Report</p>
MCI INV 2	3.4 thru 3.4.2.8 <u>Intentionally Omitted</u>	<b>3.4 Disputed Bills</b>	MCI's language is most consistent with Arbitrator's Report



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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		3.4.1 The Billed Party shall pay all disputed sums to the Billing Party without waiving its right to receive reimbursement, true up, set-off, or other billing adjustments.	SBC's language is not consistent with Arbitrator's Report
		3.4.2 Alternatively, the Billed Party may, at its option, withhold disputed sums and pay the dispute portion into an interest-bearing Third Party escrow account, subject to the following:	SBC's language is not consistent with Arbitrator's Report
		3.4.2.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;	SBC's language is not consistent with Arbitrator's Report
		3.4.2.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party;	SBC's language is not consistent with Arbitrator's Report
		3.4.2.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle electronic funds transfers via the ACH network;	SBC's language is not consistent with Arbitrator's Report
		3.4.2.4 The escrow account must be an interest bearing account;	SBC's language is not consistent with Arbitrator's Report
		3.4.2.5 All charges associated with opening and maintaining the escrow account will be borne by the Disputing Party;	SBC's language is not consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p><b>3.4.2.6 None of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;</b></p>	<p>SBC's language is not consistent with Arbitrator's Report</p>
		<p><b>3.4.2.7 All interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and</b></p>	<p>SBC's language is not consistent with Arbitrator's Report</p>
		<p><b>3.4.2.8 Disbursements from the escrow account will be limited to those: (a) authorized in writing by both the Disputing Party and the Billing Party (that is, signature(s) from representative(s) of the Disputing Party only are not sufficient to properly authorize any disbursement), or (b) made in accordance with the final, non-appealable order of the Arbitrator's, commission, or court that has jurisdiction pursuant to the Dispute Resolution section of the General Terms of this Interconnection Agreement.</b></p>	<p>SBC's language is not consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
MCI INV 3	<p>6.2 Filing Claims. If any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Billed Party (Disputing Party) shall give written notice to the Billing Party of the amounts it disputes (“Disputed Amounts”) and include in such written notice the specific details and reasons for disputing each item provided. The Billed Disputing Party should utilize any existing and preferred form provided by the Billing Party to communicate disputes to the Billing Party, as set forth in section 6.7 below. In the event that the Billed Party cannot reasonably identify the specific circuit or bill detail and the reason or nature of the dispute at the time it opens a dispute, the Billed Party may still open the dispute (with written notice that further documentation is forthcoming), but shall provide all specific circuit or bill detail and the reason or nature of the dispute within <u>ninety (90)</u> days of opening the dispute. <u>The Billed Party must submit any dispute by the applicable Stake Date set forth below</u></p>	<p>6.2 Filing Claims. If any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Billed Party (Disputing Party) shall give written notice to the Billing Party of the amounts it disputes (“Disputed Amounts”) and include in such written notice the specific details and reasons for disputing each item provided. The Billed Disputing Party should utilize any existing and preferred form provided by the Billing Party to communicate disputes to the Billing Party, as set forth in section 6.7 below. In the event that the Billed Party cannot reasonably identify the specific circuit or bill detail and the reason or nature of the dispute at the time it opens a dispute, the Billed Party may still open the dispute (with written notice that further documentation is forthcoming), but shall provide all specific circuit or bill detail and the reason or nature of the dispute within <b>thirty (30)</b> days of opening the dispute. <b>The Billing Party shall apply any credit(s) associated with the dispute con</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	7.6 In the event that the Billing Party cannot reasonably identify the specific circuit or bill detail at the time it submits a backbill, the Billing Party may still submit the backbill (with written notice that further documentation is forthcoming), but shall provide all specific circuit or bill detail within <u>ninety (90)</u> days of submitting the backbill.	7.6 In the event that the Billing Party cannot reasonably identify the specific circuit or bill detail at the time it submits a backbill, the Billing Party may still submit the backbill (with written notice that further documentation is forthcoming), but shall provide all specific circuit or bill detail within <b>thirty (30)</b> days of submitting the backbill.	SBC's language is most consistent with Arbitrator's Report
MCI INV 4	6.3 Appendix Collocation. The Stake Date for Collocation billing shall be one hundred twenty (120) days from the <b>date the dispute is filed</b> <u>Bill Date (not the Bill Due Date)</u> .	6.3 Appendix Collocation. The Stake Date for Collocation billing shall be one hundred twenty (120) days from the <b>date the dispute is filed</b> .	SBC's language is most consistent with Arbitrator's Report
	6.5 Other Services. The Stake Date for services other than those described in section 6.3 and 6.4 above shall be provided pursuant to this Agreement and shall be twelve (12) months from the <b>date the dispute is filed</b> <u>Bill Date</u> .	6.5 Other Services. The Stake Date for services other than those described in section 6.3 and 6.4 above shall be provided pursuant to this Agreement and shall be twelve (12) months from the <b>date the dispute is filed</b> .	SBC's language is most consistent with Arbitrator's Report
	7.4 The Backbill Stake Date for services other than those described in section 7.2 and 7.3 above shall be provided pursuant to this Agreement and shall be twelve (12) months from the <b>date the charges were incurred</b> <u>Bill Date</u> .	7.4 The Backbill Stake Date for services other than those described in section 7.2 and 7.3 above shall be provided pursuant to this Agreement and shall be twelve (12) months from the <b>date the charges were incurred</b> .	SBC's language is most consistent with Arbitrator's Report

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**DP Issue: Section 1 - General Terms and Conditions**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Position</b>
Sprint GT&C 11	8.4 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the specific details and reasons for disputing each item listed in Section 10.4.1.	8.4 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") <b>must, prior to</b> the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the specific details and reasons for disputing each item listed in Section 10.4.1.	SBC's language is most consistent with Arbitrator's Report
	<u>8.5 This Section Intentionally Left Blank</u>	<b>8.5 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 8.1.5.</b>	Sprint's language is most consistent with Arbitrator's Report
	<u>8.6 This Section Intentionally Left Blank</u>	<b>8.6 Requirements to Establish Escrow Accounts.</b>	Sprint's language is most consistent with Arbitrator's Report
		<b>8.6.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria:</b>	SBC's language is not consistent with Arbitrator's Report
		<b>8.6.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;</b>	SBC's language is not consistent with Arbitrator's Report
		<b>8.6.1.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and</b>	SBC's language is not consistent with Arbitrator's Report

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		8.6.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH (credit transactions) (electronic funds) transfers.	SBC's language is not consistent with Arbitrator's Report
		8.6.2 In addition to the foregoing requirements for the Third Party escrow agent, the disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:	SBC's language is not consistent with Arbitrator's Report
		8.6.2.1 The escrow account must be an interest bearing account;	SBC's language is not consistent with Arbitrator's Report
		8.6.2.2 all charges associated with opening and maintaining the escrow account will be borne by the disputing Party;	SBC's language is not consistent with Arbitrator's Report
		8.6.2.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;	SBC's language is not consistent with Arbitrator's Report
		8.6.2.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and	SBC's language is not consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		8.6.2.5 disbursements from the escrow account will be limited to those:	SBC's language is not consistent with Arbitrator's Report
		8.6.2.5.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or	SBC's language is not consistent with Arbitrator's Report
		8.6.2.5.2 made in accordance with the final, non-appealable order of the Arbitrator's appointed pursuant to the provisions of Section 10.7; or	SBC's language is not consistent with Arbitrator's Report
		8.6.2.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the Arbitrator's's award pursuant to Section 10.7.	SBC's language is not consistent with Arbitrator's Report
		8.6.3 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 8.1.5.	SBC's language is not consistent with Arbitrator's Report
		8.6.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 10.	SBC's language is not consistent with Arbitrator's Report

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	8.7 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:	8.7 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:	no apparent dispute
	8.7.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;	8.7.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;	no apparent dispute
		<b>8.7.1.1 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;</b>	SBC's language is not consistent with Arbitrator's Report
	8.7.1.2 <u>no later than the second Bill Due Date after resolution of the dispute;</u> the portion of the Disputed Amounts resolved in favor of the Billing Party will be paid by the Non-Paying Party to the Billing Party, together with any interest accrued thereon;	<b>8.7.1.2 Business Days after resolution of the dispute,</b> the portion of the <b>escrowed</b> Disputed Amounts resolved in favor of the Billing Party will be <b>paid by the Non-Paying Party released</b> to the Billing Party, together with any interest accrued thereon; <b>and</b>	Sprint's language is most consistent with Arbitrator's Report



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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		8.7.1.3 no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 8.1.5.	SBC's language is not consistent with Arbitrator's Report
	8.8 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 8.7.1 are completed within the times specified therein.	8.8 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 8.7.1.1 and Section 8.7.1.3 are completed within the times specified therein.	Sprint's language is most consistent with Arbitrator's Report
Sprint GT&C 13	10.4 LSC/Service Center/LEC-C Dispute Resolution - the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement.	10.4 LSC/Service Center/LEC-C Dispute Resolution - the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. <b>Written notice sent to SBC-13STATE for Disputed Amounts must be made on the "13 STATE Billing Claims Dispute Form".</b>	Sprint's language is most consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>10.4.1 If the written notice given pursuant to Section 10.3 discloses that a CLEC dispute relates to billing, then the procedures set forth in this Section 10.4 shall be used and the dispute shall first be referred to the appropriate service center SBC MIDWEST REGION 5-STATE Service Center; SBC-7STATE Local Service Center (LSC); SBC CONNECTICUT Local Exchange Carrier Center (LEC-C)] for resolution. In order to resolve a billing dispute, CLEC shall furnish SBC-13STATE written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that CLEC disputes the billed amount.</p>	<p>10.4.1 If the written notice given pursuant to Section 10.3 discloses that a CLEC dispute relates to billing, then the procedures set forth in this Section 10.4 shall be used and the dispute shall first be referred to the appropriate service center SBC MIDWEST REGION 5-STATE Service Center; SBC-7STATE Local Service Center (LSC); SBC CONNECTICUT Local Exchange Carrier Center (LEC-C)] for resolution. In order to resolve a billing dispute, CLEC shall furnish SBC-13STATE written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that CLEC disputes the billed amount.</p> <p><b>To be deemed a “dispute” under this Section 10.4, CLEC must provide evidence that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 8.4 of this Agreement a</b></p>	<p>Sprint's language is most consistent with Arbitrator's Report</p>

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Charter GT&C 34	9.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("Disputed Amounts") and a <u>commercially reasonable explanation of the nature of the dispute, including, to the extent commercially reasonable in the circumstances,</u> the specific details listed in Section 10.4.1 of this Agreement, and	9.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("Disputed Amounts") and the specific details listed in Section 10.4.1 of this Agreement, <b>together with the reasons for its dispute;</b> and	SBC's language is most consistent with Arbitrator's Report
	9.3.2 pay all undisputed Unpaid Charges to the Billing Party; and	9.3.2 pay all undisputed Unpaid Charges to the Billing Party; and	no apparent dispute
		9.3.3 <b>pay all Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into an interest bearing escrow account that complies with the requirements set forth in Section 8.4; and</b>	SBC's language is not consistent with Arbitrator's Report

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>9.3.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 and deposited a sum equal to the Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into that account. Until evidence that the full amount of the Disputed Charges [other than disputed charges arising from Appendix Reciprocal Compensation] has been deposited into an escrow account that complies with Section 8.4 is furnished to the Billing Party, such Unpaid Charges will not be deemed to be “disputed” under Section 10.</p>	<p>SBC's language is not consistent with Arbitrator's Report</p>

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>9.5.1 If the Non-Paying Party fails to (a) pay any undisputed Unpaid Charges in response to the Billing Party's Section 9.2 notice, (b), (bc) timely furnish any assurance of payment requested in accordance with Section 7 or (c) make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in (a) through (c) of this Section within ten (10) Business Days. On the day that the Billing Party provides such written demand</p>	<p>9.5.1 If the Non-Paying Party fails to (a) pay any undisputed Unpaid Charges in response to the Billing Party's Section 9.2 notice, (b) <b>deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 within the time specified in Section 9.3,</b> (bc) timely furnish any assurance of payment requested in accordance with Section 7 or (d) make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in (a) through (d) of this Section within ten (10) Business Days. On the day that the Billing Party provides such written demand</p>	<p>Charter's language is most consistent with Arbitrator's Report</p>
		<p>9.6.1.2.3 <b>Additional charges may become applicable under the terms of this Agreement following discontinuance of service.</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
<p><b>Subpoint E: Dispute Resolution</b></p>			
<p>CC GT&amp;C 11</p>	<p>13.0 <u>Dispute Resolution</u></p>	<p><b>13.0 Dispute Resolution</b></p>	<p>no apparent dispute</p>

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	13.1 SBC will agree to the inclusion of the word <u>General</u> Finality of Disputes	13.1 Finality of Disputes	SBC's language is most consistent with Arbitrator Report
	13.1.1 Except as otherwise specifically provided in this Agreement, no claim will be brought for disputes arising from this Agreement more than 24 months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention	13.1.1 Except as otherwise specifically provided in this Agreement, no claim will be brought for disputes arising from this Agreement more than 24 months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention	no apparent dispute
	<u>13.1.2 The Parties shall make a good faith effort to resolve their disputes.</u>		The CLEC Coalition's language is not consistent with Arbitrator's Report
	<u>13.2 Alternative to Litigation</u>	<u>13.2 Alternative to Litigation</u>	no apparent dispute
	13.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.	13.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.	no apparent dispute

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	13.2.2. <u>Notwithstanding any other section of this agreement, the Parties each reserve the right to utilize any regulatory process available to them at the Commission as an alternative to litigation</u>		The CLEC Coalition's language is consistent with Arbitrator's Report
	13.3 <u>Informal Resolution of Disputes</u>	13.3 <u>Informal Resolution of Disputes</u>	no apparent dispute

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>13.3.1 <u>In the case of any dispute other than one covered by Section 9.3.2, and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative with authority to resolve the dispute. To initiate the informal dispute process, a Party must provide to the other Party, written notice of the dispute that includes both a detailed description of the dispute and the name of an individual who will serve as the initiating Party's representative. The other Party shall have five (5) business days to designate its own representatives.</u> The location, form, frequency, , and conclusion of these discussions will be left to the discretion of the representatives. <u>Notwithstanding the foregoing, the informal dispute process must conclude within sixty (60) days from the receipt of written notice of dispute unless otherwise agreed to in writing by the Parties.</u> Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Negotiations and <u>Settle</u></p>	<p>13.3.1 <b>At</b> the written request of a Party, each Party will appoint a knowledgeable, responsible representative <b>to meet and negotiate in good faith to resolve any dispute arising under this Agreement.</b> The location, form, frequency, <b>duration</b>, 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. <b>Discussions and the correspondence among the representatives for purposes of settlement</b> 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. <b>Documents identified in or provided with such communications, that were not prepared for purposes of the negotiations,</b> are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.</p>	<p>The CLEC Coalition's language is most consistent with Arbitrator's Report</p>



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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	3.3.2 <u>Customer- Affecting Disputes</u>		The CLEC Coalition's language is most consistent with Arbitrator's Report
	<u>Notwithstanding the other dispute resolution procedures set forth in this Agreement, a Party may seek emergency relief from the Commission for the resolution of any problem that interrupts or threatens to interrupt the service of either Party's customers. In such instance, the Parties agree to provide all filings and submissions required by the Commission on an expedited basis, in accordance with the practices and rules of the Commission.</u>		The CLEC Coalition's language is most consistent with Arbitrator's Report
	<u>13.3.3 If CLEC files a dispute and seeks interim relief from the Commission, then SBC MISSOURI may not disconnect CLEC or suspend order acceptance over any open issues involved in the dispute until the Commission has finally ruled on the interim relief request.</u>		The CLEC Coalition's language is most consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p><u>13.3.4 Issues that may be disputed under this section include but are not limited to: (1) ordering and provisioning and maintenance and repair issues not resolved as provided for in the routine escalations processes; (2) parity issues; and, (3) adherence to and interpretation of this Agreement's terms and conditions. Billing Disputes will be handled pursuant to section 9.4 of this Agreement.</u></p>		<p>The CLEC Coalition's language is most consistent with Arbitrator's Report</p>
	<p>13.4 <u>Billing Disputes</u></p>		<p>The CLEC Coalition's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>13.4.1 <u>The Parties agree that with respect to matters that are the subject of a billing dispute, the party disputing such billing. If a billed amount is paid and subsequently disputed and ultimately determined to have been billed in error, interest shall be paid from the time payment was received through the time it was refunded. The Parties further agree that if any billing dispute is resolved in favor of the billing Party the billing Party will receive, in addition to the amount disputed, interest applied to the disputed amount as set forth in Section XX. Late payment charges shall not be assessed to disputed amounts.</u></p>	<p>13.4.1 Each Party agrees to notify the other Party of a billing dispute by using the standard document, if any, made available by the Billing Party and may invoke the informal dispute resolution process described in Section 12.3. The Parties will endeavor to resolve the dispute within thirty (30) to sixty (60) calendar days after receipt of the Non-Paying Party's written notice. In order to resolve a billing dispute, the Non-Paying Party shall furnish the Billing Party written notice of (i) the date of the bill in question, (ii) CBA or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed (vi) amount in question (vii) the reason that the Non-Paying Party disputes the billed amount and (viii) PON. To be deemed a "dispute" under this Section 12.4, the Non-Paying Party must provide evidence that it has paid the disputed amount.</p>	<p>SBC's language is most consistent with Arbitrator Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>13.4.2 <u>To the extent that any other portions of this Agreement provide for a bill closure process between the parties, or if such a process is mutually agreed to by the Parties, the procedures involved in such processes will not be deemed to place a particular billing item in dispute for purposes of this Section.</u></p>	<p>13.4.2 <b>Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party receives notice of such dispute.</b></p>	<p>SBC's language is most consistent with Arbitrator Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p><u>13.4.3 To initiate the billing dispute process, a Party must provide to the other Party, written notice of the dispute that includes both a detailed description of the dispute and the name of a representative with authority to resolve the dispute who will serve as the initiating Parties' representative. The other Party shall have five (5) business days to designate its own representatives with authority to resolve the dispute. The location, form, frequency, and conclusion of these discussions will be left to the discretion of the representatives. The parties will endeavor to resolve the dispute within thirty (30) calendar days of the initiation of the dispute unless mutually agreed to extend the period in writing. Neither Party may deny a dispute without full explanation of its reasons for such denial. A dispute shall remain open unless the parties mutually agree to close the dispute.</u></p>		
	<p>13.5 Formal Resolution of Disputes</p>	<p>13.5 Formal Resolution of Disputes</p>	

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>13.5.1 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 require clarification, renegotiation, modifications or additions to this Agreement, either Party may invoke dispute resolution procedures available pursuant to the complaint process of MO-PSC. Upon mutual agreement, the Parties may seek commercial binding arbitration as specified in Section 9.6.</p>	<p>13.5.1 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 <b>that</b> require clarification, renegotiation, modifications or additions to this Agreement, either Party may invoke dispute resolution procedures available pursuant to the complaint process of the MO-PSC. <b>As an alternative to the dispute resolution procedures referenced in the preceding sentence, and in lieu thereof, upon.</b> Upon mutual agreement, the Parties may seek commercial binding arbitration as specified in Section 9.6.</p>	<p>The CLEC Coalition's language is most consistent with Arbitrator's Report</p>
	<p>13.5.2 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the complaint process pursuant to MO-PSC with regard to procedures for the resolution of disputes arising out of this Agreement.</p>	<p>13.5.2 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the complaint process pursuant to MO-PSC rules with regard to procedures for the resolution of disputes arising out of this Agreement.</p>	<p>no apparent dispute</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Charter GT&C 36	10.3.1 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party. <u>A dispute shall be deemed "RESOLVED" when both Parties have executed a written document detailing the resolution. Neither Party has the authority under this Agreement to declare a dispute to be RESOLVED without the concurrence of the other Party. In the absence of such concurrence, the dispute remains unRESOLVED.</u> There are three (3) separate Dispute Resolution methods:	10.3.1 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party. There are three (3) separate Dispute Resolution methods:	Charter's language is most consistent with Arbitrator's Report
	10.3.1.1 Service Center (SBC MIDWEST REGION 5-STATE), LSC (SBC-7STATE) or LEC-C (SBC CONNECTICUT);	10.3.1.1 Service Center (SBC MIDWEST REGION 5-STATE), LSC (SBC-7STATE) or LEC-C (SBC CONNECTICUT);	no apparent dispute
	10.3.1.2 Informal Dispute Resolution; and	10.3.1.2 Informal Dispute Resolution; and	no apparent dispute
	10.3.1.3 Formal Dispute Resolution, each of which is described below.	10.3.1.3 Formal Dispute Resolution, each of which is described below.	no apparent dispute

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	10.4 LSC/ Service Center/LEC-C Dispute Resolution - the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. Written notice sent to SBC-13STATE for such Disputed Amounts must be made on the "13STATE Billing Claims Dispute Form".	10.4 LSC/ Service Center/LEC-C Dispute Resolution - the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. Written notice sent to SBC-13STATE for such Disputed Amounts must be made on the "13STATE Billing Claims Dispute Form".	no apparent dispute



Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>10.4.1 If the written notice given pursuant to Section 10.3 discloses that a CLEC dispute relates to billing for <u>Resale Service and/or Lawful Unbundled Network Elements</u>, then the procedures set forth in this Section 10.4 shall be used and the dispute shall first be referred to the appropriate service center [SBC MIDWEST REGION 5-STATE Service Center; SBC-7STATE Local Service Center (LSC); SBC CONNECTICUT Local Exchange Carrier Center (LEC-C)] for resolution. In order to resolve a billing dispute, CLEC shall <u>to the extent commercially reasonable in the circumstances</u>, furnish SBC-13STATE written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that CLEC disputes the billed amount.</p>	<p>10.4.1 If the written notice given pursuant to Section 10.3 discloses that a CLEC dispute relates to billing, then the procedures set forth in this Section 10.4 shall be used and the dispute shall first be referred to the appropriate service center [SBC MIDWEST REGION 5-STATE Service Center; SBC-7STATE Local Service Center (LSC); SBC CONNECTICUT Local Exchange Carrier Center (LEC-C)] for resolution. In order to resolve a billing dispute, CLEC shall furnish SBC-13STATE written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that CLEC disputes the billed amount. <b>To be deemed a “dispute” under this Section 10.4, CLEC must provide evidence that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 8.4 of this Agreement a</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>10.4.2 The Parties shall attempt to resolve Disputed Amounts appearing on SBC-13STATE's current billing statements <u>through good faith discussions, commercially reasonable exchange of information, and negotiations</u>, thirty (30) to sixty (60) calendar days from the Bill Due Date.</p>	<p>10.4.2 The Parties shall attempt to resolve Disputed Amounts appearing on SBC-13STATE's current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date <b>(provided the CLEC furnishes all requisite information and evidence under Section 10.4.1 by the Bill Due Date). If not RESOLVED within thirty (30) calendar days, upon request, SBC-13STATE will notify CLEC of the status of the dispute and the expected resolution date.</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
	<p>10.4.3 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement <u>through good faith discussions, commercially reasonable exchange of information, and negotiations</u>, within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute.</p>	<p>10.4.3 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. <b>If not RESOLVED within thirty (30) calendar days from the date notice of the Disputed Amounts was received (provided that CLEC furnishes all requisite information and evidence under Section 10.4.1), SBC-13STATE will notify CLEC of the status of the dispute and the expected resolution date.</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>10.4.4 Any notice of Disputed Amounts given by SBC-13STATE to CLEC pursuant to Section 10.3 shall, <u>to the extent commercially reasonable in the circumstances,</u> furnish CLEC written notice of: (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information) questioned, (v) the amount billed, (vi) the amount in question, and (vii) the reason that SBC-13STATE disputes the billed amount. The Parties shall attempt to resolve Disputed Amounts appearing on current billing statement(s) <u>through good faith discussions, commercially reasonable exchange of information, and negotiations,</u> thirty (30) to sixty (60) calendar days from the Bill Due Date (provided SBC-13STATE, furnishes all requisite information by the Bill Due Date) and Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity</p>	<p>10.4.4 Any notice of Disputed Amounts given by SBC-13STATE to CLEC pursuant to Section 10.3 shall furnish CLEC written notice of: (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information) questioned, (v) the amount billed, (vi) the amount in question, and (vii) the reason that SBC-13STATE disputes the billed amount. The Parties shall attempt to resolve Disputed Amounts appearing on current billing statement(s) thirty (30) to sixty (60) calendar days from the Bill Due Date (provided SBC-13STATE, furnishes all requisite information by the Bill Due Date) and Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. <b>If not RESOLVED within thirty (30) calendar days, CLEC will notify SBC-13STATE of the status of the dispute and the expected resolution date.</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>10.4.5 <u>Following the applicable period for discussion, information exchange, and negotiation, either Party may notify the other Party</u> in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 10.5 of this Agreement</p>	<p><b>10.4.5 If the Non-Paying Party is not satisfied by the resolution of the billing dispute under this Section 10.4, the Non-Paying Party may notify the Billing Party</b> in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 10.5 of this Agreement.</p>	<p>Charter's language is most consistent with Arbitrator's Report</p>
<p>CC GT&amp;C 19</p>	<p><u>53.0 Other Obligations</u></p>	<p>53.0 Intentionally Omitted</p>	<p>The CLEC Coalition's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>53.1 <u>The Parties agree within sixty (60) days of request by CLEC to establish a non-discriminatory process for handling escalations of unresolved matters relating to all major business processes, including but not limited to pre-ordering, service provisioning, billing, collocation, maintenance and repair (Escalation Process). The Escalation Process to include at minimum provisions that each Party hereto will provide the other Party hereto names, telephone numbers and pagers of managers up to the Vice President level for the escalation of unresolved matters, with timing for each escalation level of one (1) business hour to respond to the escalation before the issue is escalated to the next level. The Parties will be responsible to update information as necessary to facilitate prompt resolution of escalations. Issues not resolved by the Escalation Process will be handled through the Dispute Resolution process described in Section 9. Each Party further agrees to establish an automatic internal escalation procedure relating to unresolved disputes arising under this Agreement.</u></p>	<p>53.1 Intentionally Omitted</p>	<p>The CLEC Coalition's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p><u>53.2 Allowance for Interruption of Service. A service interruption period begins when an out of service condition of Interconnection or unbundled Network Element is reported by the CLEC to SBC MISSOURI designated maintenance and repair contact point and ends when the service is restored and reported by SBC MISSOURI to the CLEC's designated contact. No allowance for a service outage will be provided where the outage is due to the actions of the CLEC, its agents or Customers. Except as when liquidated damages are paid under Section XX, a credit allowance will be made to the CLEC where the service outage is isolated to SBC MISSOURI network. When a credit allowance does apply, the credit will be determined based on the monthly recurring rates applicable to the service affected; however, the credit allowance for a service outage or for a series of outages for a specific service shall not, except where otherwise provided in this Agreement, exceed the applicable monthly recurring rate for the service(s) involved. For calculating credit allowances, every month is considered</u></p>		<p>The CLEC Coalition's language is most consistent with Arbitrator's Report</p>
<p><b>Subpoint F: Non-Payment and Procedures for Disconnection</b></p>			

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Position</b>
AT&T GT&C 5	10.5.2 discontinue providing any Resale services, Unbundled Network Elements, functions, facilities, products or services furnished under this Agreement, subject	10.5.2 discontinue providing any Resale services, <b>Collocation</b> , Unbundled Network Elements, functions, facilities, products or services furnished under this	SBC's language is most consistent with Arbitrator's Report
CC GT&C 12	<b>14.0 Non-payment and Procedures for Disconnection</b>	<b>14.0 Non-payment and Procedures for Disconnection</b>	no apparent dispute
	<p><u>14.1 Failure of CLEC to pay any undisputed charges may be grounds for termination of this Agreement. If CLEC fails to pay such charges when due and any portion of such charges remain unpaid more than fifteen (15) calendar days after the due date of such Unpaid Charges, SBC MISSOURI will notify CLEC in writing that in order to avoid having service disconnected, CLEC must remit all unpaid undisputed charges to SBC MISSOURI within fifteen (15) calendar days after receipt of said notice.</u></p> <p>Disputes hereunder will be resolved in accordance with the Dispute Resolution Procedures set out in Section XX of this Agreement</p>	<p><b>14.1 Failure to pay all or any portion of any amount required to be paid may be grounds for disconnection of Resale Services, unbundled Network Elements under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or miscellaneous charges ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Resale Services, unbundled Network Elements furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges.</b></p>	SBC's language is most consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		14.1.1 SBC MISSOURI will also provide any written notification to the Missouri Public Service Commission as required by applicable law.	SBC's language is most consistent with Arbitrator's Report
	14.2 <u>If any CLEC charges remain unpaid and undisputed at the conclusion of the time period as set forth in Section 12.1 above (45 calendar days from the receipt of the invoice for such unpaid charges), SBC MISSOURI may notify CLEC, the appropriate commission(s) and the end user's IXC(s) of Record in writing, that unless all charges are paid within fifteen (15) calendar days, SBC MISSOURI may suspend new order acceptances and initiate procedures to disconnect CLEC's service and CLEC's end users may be switched to another CLEC or SBC MISSOURI.</u>	14.2 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges:	SBC's language is most consistent with Arbitrator's Report
		14.2.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("Disputed Amounts") and the specific details listed in Section XX of this Agreement, together with the reasons for its dispute; and	SBC's language is most consistent with Arbitrator's Report
		14.2.2 pay all undisputed Unpaid Charges to the Billing Party; and	SBC's language is most consistent with Arbitrator's Report



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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>14.2.3 pay all Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into an interest bearing escrow account that complies with the requirements set forth in Section XX, unless the nonpaying party is not required to escrow such amounts pursuant to Section XX herein; and</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
		<p>14.2.4 if the nonpaying party is required to deposit Disputed Amounts into an interest bearing escrow account, it must provide written evidence that it has established an interest bearing escrow account that complies with all the terms set forth in Section XX and deposited a sum equal to the Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into that account. Until evidence that the full amount of the Disputed Charges [other than disputed charges arising from Appendix Reciprocal Compensation] has been deposited into an escrow account that complies with Section XX is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 10.</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>14.3 <u>If any CLEC charges remain unpaid and undisputed forty-five (45) calendar days past the receipt of the invoice containing the unpaid charges as described in Section 10.2 above and CLEC receives from SBC MISSOURI the disconnect notice described in 10.2, CLEC will, at its sole expense and within fifteen (15) calendar days of receipt of SBC MISSOURI's notice, notify its customers and the customers of Record that CLEC's service may be disconnected and that its customers must, in accordance with Commission's rules, select a new local service provider within sixty (60) calendar days. The notice will also advise the customers that another CLEC or SBC MISSOURI will assume the customer's account at the end of the sixty (60) calendar day period should the customers fail to select a new local service provider. Copies of CLEC's notice shall be provided by CLEC to the Commission and SBC MISSOURI at the same time it is sent to CLEC's customers.</u></p>	<p>14.3 <b>Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 13.</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>14.4 If pursuant to 10.3, CLEC's service is disconnected by SBC MISSOURI, SBC MISSOURI may transfer all CLEC's remaining customers who have not selected another local service provider directly to SBC MISSOURI's service. These customers will receive the same services provided through CLEC at the time of transfer. SBC MISSOURI will inform the Commission and the customer's IXC(s) of Record of the names of all customers transferred through this process. Applicable service establishment charges for switching customers from CLEC to SBC MISSOURI will be assessed to CLEC. Unless CLECs' customers have been transferred to another carrier, SBC MISSOURI may not disconnect CLEC's service without approval of the Commission.</p>	<p>14.4 After expiration of the written notice furnished pursuant to Section 10.1 hereof, if CLEC continues to fail to comply with Section 14.2.1 through 14.2.4, inclusive, or make payment(s) in accordance with the terms of any mutually agreed payment arrangement, SBC MISSOURI may, in addition to exercising any other rights or remedies it may have under Applicable Law, furnish a second written demand to CLEC for payment within five (5) Business Days of any of the obligations enumerated in Section 14.2.1. On the day that SBC MISSOURI provides such written demand to CLEC, SBC MISSOURI may also exercise any or all of the following options:</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
		<p>14.4.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and/or</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		14.4.2 suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement.	SBC's language is most consistent with Arbitrator's Report
	<u>14.5 After disconnect procedures have begun, SBC MISSOURI will not accept service orders from CLEC until all undisputed charges are paid. SBC MISSOURI will have the right to require a deposit equal to one month's charges (based on the highest previous month of service from SBC MISSOURI) prior to resuming service to CLEC after disconnect for nonpayment.</u>	14.5 Notwithstanding anything to the contrary in this Agreement, SBC MISSOURI's exercise of any of its options under Section 14.4, 14.4.1 and 14.4.2:	SBC's language is most consistent with Arbitrator's Report
		14.5.1 will not delay or relieve CLEC's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and	SBC's language is most consistent with Arbitrator's Report
		14.5.2 will exclude any affected application, request, order or service from any otherwise applicable performance interval, Performance Benchmark or Performance Measure.	SBC's language is most consistent with Arbitrator's Report

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>14.6 <u>Beyond the specifically set out limitations in this section, nothing herein will be interpreted to obligate SBC MISSOURI to continue to provide service to any such customers or to limit any and all disconnection rights SBC MISSOURI may have with regard to such customers.</u></p>	<p><b>14.6 A copy of the demand provided to CLEC under Section 14.4 will be provided to the Commission.</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
	<p>14.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 10, will be made in writing and will be delivered by certified mail, and sent to the addresses stated in Section 11 <u>and to the following:</u></p>	<p>14.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 10, will be made in writing and will be delivered by certified mail, and sent to the addresses stated in Section 11 <u>and to the following:</u></p>	<p>no apparent dispute</p>
	<p>To SBC MISSOURI:</p>	<p>To SBC MISSOURI:</p>	<p>no apparent dispute</p>
	<p>SBC MISSOURI CONTACT – Billing Address</p>	<p>SBC MISSOURI CONTACT – Billing Address</p>	<p>no apparent dispute</p>
	<p>City, State, ZIP</p>	<p>City, State, ZIP</p>	<p>no apparent dispute</p>
	<p>To CLEC:</p>	<p>To CLEC:</p>	<p>no apparent dispute</p>
	<p>CLEC CONTACT –</p>	<p>CLEC CONTACT –</p>	<p>no apparent dispute</p>
	<p>Billing</p>	<p>Billing</p>	<p>no apparent dispute</p>
	<p>Address</p>	<p>Address</p>	<p>no apparent dispute</p>
	<p>City, State, ZIP</p>	<p>City, State, ZIP</p>	<p>no apparent dispute</p>
	<p>Either Party may from time-to-time designate another address or addressee by giving notice in accordance with the terms of this Section. Any notice or other communication will be deemed to be given when received.</p>	<p>Either Party may from time-to-time designate another address or addressee by giving notice in accordance with the terms of this Section. Any notice or other communication will be deemed to be given when received.</p>	<p>no apparent dispute</p>

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>14.7 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand letter provided under Section 10.4 of this Agreement, the Billing Party may, provided that the undisputed amount of the Unpaid Charges exceeds five percent (5%) of the aggregate amount billed by SBC MISSOURI to CLEC for the immediately preceding month under this Agreement, in addition to exercising any other rights or remedies it may have under <b>Applicable Law:</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
		<p>14.7.1 cancel any pending application, request or order for new or additional Interconnection, Resale Services, unbundled Network Elements, Collocation, functions, facilities, products or services under this <b>Agreement; and</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
		<p>14.7.2 disconnect any Resale Services, unbundled Network Elements and/or Collocation furnished under this <b>Agreement.</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
		<p>14.7.2.1 Notwithstanding any inconsistent provisions in this Agreement, disconnection of service by SBC MISSOURI will comply with Missouri Public Service Commission rules.</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>14.8 Within five (5) calendar days following any such disconnection, SBC MISSOURI will notify each Resale End User that because of CLEC's failure to pay SBC MISSOURI, the End User's local service will continue for an additional thirty (30) calendar days and that the End User has thirty (30) calendar days from the disconnection date to select a new Local Service Provider.</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
		<p>14.9 If any Resale End User fails to select a new Local Service Provider within thirty (30) calendar days of the disconnection, SBC MISSOURI may terminate the Resale End User's service.</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
		<p>14.10. SBC MISSOURI will notify the Commission of the names of all Resale End Users whose local service was terminated pursuant to Section 14.9.</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
		<p>14.11 CLEC shall be responsible for all charges for any service furnished by SBC MISSOURI to any End User pursuant to Section 14.8 hereof.</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>14.12 Nothing in this Agreement shall be interpreted to obligate SBC MISSOURI to continue to provide local service to any Resale End User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights SBC MISSOURI has with regard to such Resale End Users under Applicable Law.</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>



Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
MCI GT&C 7	<p><u>If the Billed Party fails to pay all amounts due by the Bill Due Date, and none of the exceptions listed in Appendix Invoicing of this Agreement apply to that amount, the Billing Party may, in addition to exercising any other rights or remedies it may have under this Agreement or Applicable Law, provide written demand (in accordance with the notice requirements set forth in the General Terms and Conditions) to pay. If the Billed Party does not respond to the written demand to pay within five (5) business days of receipt, the Billing Party may provide a second notice. If the Billed Party does not satisfy the second written demand to pay within five (5) business days of receipt, and the Billed Party has 60 days or greater past due balances for a BAN to which none of the exceptions listed in Section 7 applies, the Billing Party may exercise either, or both, of the following options as to that BAN only: (i) require provision of a deposit or increase an existing deposit pursuant to a revised deposit request, or (ii) refuse to accept new, or complete pending, orders for the</u></p>	<p>10.1 <b>Failure to pay all or any portion of any amount required to be paid may be grounds for suspension or disconnection of Resale Services, Network Elements and Collocation as provided for in this section. This section does not apply to disputed charges and/or nonpayments arising from Appendix Reciprocal Compensation or Appendix Network.</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>10.2 If a Party fails to pay any charges billed to it under this section, including but not limited to any Late Payment Charges or miscellaneous charges (“Unpaid Charges”), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Resale Services, Network Elements and/or Collocations, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges.</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
		<p>10.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges:</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		10.3.1 <b>notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed “Disputed Amounts”) and the specific details listed in Section_XX5.5 of Appendix Invoicing, together with the reasons for its dispute; and</b>	SBC's language is most consistent with Arbitrator's Report
		10.3.2 <b>pay all undisputed Unpaid Charges to the Billing Party; and</b>	SBC's language is most consistent with Arbitrator's Report
		10.3.3 <b>pay all Disputed Amounts into an interest bearing escrow account that is mutually agreed upon by the Parties.</b>	SBC's language is most consistent with Arbitrator's Report
		10.4 <b>Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Escalation and Resolution section set forth below.</b>	SBC's language is most consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>10.5 After expiration of the written notice furnished pursuant to Section 10.2, if MCIIm continues to fail to comply with Section 10.3.1 through 10.3.3, inclusive, or fails to make payment(s) in accordance with the terms of any mutually agreed payment arrangement, SBC MISSOURI may, in addition to exercising any other rights or remedies it may have under Applicable Law, furnish a second written demand to MCIIm for payment within five (5) Business Days of any of the obligations enumerated in Section 10.1. On the day that SBC MISSOURI provides such written demand to MCIIm, SBC MISSOURI may also exercise any or all of the following options:</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
		<p>10.5.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and/or</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		10.5.2 suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement.	SBC's language is most consistent with Arbitrator's Report
		10.6 Notwithstanding anything to the contrary in this Agreement, SBC MISSOURI's exercise of any of its options under Section 10.5, 10.5.1 and 10.5.2:	SBC's language is most consistent with Arbitrator's Report
		10.6.1 will not delay or relieve MCI's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and	SBC's language is most consistent with Arbitrator's Report
		10.6.2 will exclude any affected application, request, order or service from any otherwise applicable performance interval, Performance Benchmark or Performance Measure.	SBC's language is most consistent with Arbitrator's Report
		10.7 A copy of the demand provided to MCI under Section 10.5 will be provided to the Commission.	SBC's language is most consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		10.8 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand letter provided under Section 10.5 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under <b>Applicable Law:</b>	SBC's language is most consistent with Arbitrator's Report
		10.8.1 cancel any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services under <b>this Agreement; and</b>	SBC's language is most consistent with Arbitrator's Report
		10.8.2 discontinue providing any Interconnection, Resale Services, Lawful Unbundled Network Elements Collocation, functions, facilities, products or services furnished under <b>this Agreement.</b>	SBC's language is most consistent with Arbitrator's Report
		10.9 <b>SBC MISSOURI</b> will notify the Commission of the names of all Resale End User Customers whose local service was terminated pursuant to Section 10.	SBC's language is most consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Navigator GT&C 10	9.9 <u>Intentionally Omitted</u>	9.9 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the times specified in Section 9.7 shall be grounds for termination of the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services provided under this Agreement.	SBC's language is most consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>14.1 Failure to pay <u>non-disputed charges</u> to be paid may be grounds for disconnection of Resale Services, Unbundled Network Elements under this Agreement. If a Party fails to pay any <u>non-disputed</u> charges billed to it under this Agreement, <b>including but not limited to any Late Payment Charges or miscellaneous charges</b> (“Unpaid Charges”), and any portion of such Unpaid <u>non-disputed</u> Charges remain unpaid after the Bill Due Date, the Billing Party will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Resale Services, <b>Lawful</b> Unbundled Network Elements furnished under this Agreement, the Non-Paying Party must remit all Unpaid <u>Non-disputed</u> Charges to the Billing Party within ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges.</p>	<p>14.1 Failure to pay <b>all or any portion of any amount required</b> to be paid may be grounds for disconnection of Resale Services, <b>section 251 (c)(3)</b> Unbundled Network Elements under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, <b>including but not limited to any Late Payment Charges or miscellaneous charges</b> (“Unpaid Charges”), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Resale Services, <b>section 251 (c)(3)</b> Unbundled Network Elements furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges.</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
	<p>14.2 If the Non-Paying Party desires to dispute any <u>additional</u> portion of the <u>non-disputed</u> Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges:</p>	<p>14.2 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges:</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>



Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>14.2.4 if the nonpaying party is required to deposit Disputed Amounts into an interest bearing escrow account, it must provide written evidence that it has established an interest bearing escrow account that complies with all the terms set forth in Section 9.4 and deposited a sum equal to the Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into that account.</p>	<p>14.2.4 if the nonpaying party is required to deposit Disputed Amounts into an interest bearing escrow account, it must provide written evidence that it has established an interest bearing escrow account that complies with all the terms set forth in Section 9.4 and deposited a sum equal to the Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into that account. <b>Until evidence that the full amount of the Disputed Charges [other than disputed charges arising from Appendix Reciprocal Compensation] has been deposited into an escrow account that complies with Section 9.4 is furnished to the Billing Party, such Unpaid Charges will not be deemed to be “disputed” under Section 10.</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
	<p>14.5.1 will not delay or relieve CLEC's obligation to pay all <u>non-disputed</u> charges on each and every invoice on or before the applicable Bill Due Date, and</p>	<p>14.5.1 will not delay or relieve CLEC's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
<p>AT&amp;T GT&amp;C 6</p>	<p>10.5.6 Only when required by Applicable Law will SBC MISSOURI be required to obtain an order from a</p>	<p>10.5.6 Only when required by Applicable Law will SBC MISSOURI be required to obtain an order from a</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
	<p>governmental, administrative, or</p>	<p>governmental, administrative, or</p>	
<p><b>Subpoint G: Deposits</b></p>			

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Position</b>
Charter GT&C 30	7.1 <u>If CLEC fails to pay undisputed amounts billed by SBC-13STATE when due for two consecutive months, then SBC-13STATE may request, assurance of payment of amounts due (or to become due) to SBC-13STATE. Such assurance shall consist of a deposit with SBC-13STATE of an amount equal to two times CLEC's average billings from SBC-13STATE hereunder over the immediately preceding six (6) months.</u>	7.1 <b>Upon request by SBC-13STATE, CLEC will provide SBC-13STATE with adequate assurance of payment of amounts due (or to become due) to SBC-13STATE.</b>	SBC's language is most consistent with Arbitrator's Report
	7.2 <u>If SBC-13STATE has a deposit in its possession under Section 7.1 hereof, SBC-13STATE shall return such deposit, with interest, to CLEC following three (3) consecutive months in which CLEC has timely paid all undisputed billings hereunder from SBC-13STATE.</u>	7.2 <b>Assurance of payment may be requested by SBC-12STATE if:</b>	SBC's language is most consistent with Arbitrator's Report
		7.2.1 <b>at the Effective Date CLEC had not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to SBC-13STATE for charges incurred as a CLEC; or</b>	SBC's language is most consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		7.2.2 in SBC-12STATE's reasonable judgment, at the Effective Date or at any time thereafter, there has been an impairment of the established credit, financial health, or credit worthiness of CLEC. Such impairment will be determined from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about CLEC that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems; or	SBC's language is not consistent with Arbitrator's Report
		7.2.3 CLEC fails to timely pay a bill rendered to CLEC by SBC-12STATE (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 9.3); or	SBC's language is most consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		7.2.4 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.	SBC's language is not consistent with Arbitrator's Report
		7.3 Unless otherwise agreed by the Parties, the assurance of payment will, at SBC-12STATE's option, consist of	SBC's language is most consistent with Arbitrator's Report
		7.3.1 a cash security deposit in U.S. dollars held by SBC-12STATE ("Cash Deposit") or	SBC's language is most consistent with Arbitrator's Report
		7.3.2 an unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to SBC 12STATE naming the SBC-owned ILEC(s) designated by SBC-12STATE as the beneficiary(ies) thereof and otherwise in form and substance satisfactory to SBC-12STATE ("Letter of Credit").	SBC's language is most consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>7.3.3 The Cash Deposit or Letter of Credit must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by SBC-12STATE, for the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation or any other functions, facilities, products or services to be furnished by SBC-12STATE under this Agreement.</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>7.3.3.1 Notwithstanding anything else set forth in this Agreement, SBC SOUTHWEST REGION 5-STATE will not request assurance of payment of charges reasonably anticipated by SBC SOUTHWEST REGION 5-STATE to be incurred in Arkansas in an amount that would exceed one (1) month's projected bill for CLEC's initial market entry; provided, however, that after three (3) months of operation, SBC SOUTHWEST REGION 5-STATE may request assurance of payment of charges reasonably anticipated by SBC SOUTHWEST REGION 5-STATE to be incurred in Arkansas in an amount not to exceed two times projected average monthly billing to CLEC.</p>	<p>SBC's language is most consistent with Arbitrator Decision</p>
		<p>7.3.3.2 Notwithstanding anything else set forth in this Agreement, SBC SOUTHWEST REGION 5-STATE will not request assurance of payment of charges reasonably anticipated by SBC SOUTHWEST REGION 5-STATE to be incurred in Oklahoma in an amount that would exceed two times projected average monthly billing to CLEC.</p>	<p>SBC's language is most consistent with Arbitrator Decision</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		7.4 To the extent that SBC-12STATE elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.	SBC's language is most consistent with Arbitrator Decision
		7.5 A Cash Deposit will accrue interest, however, SBC-12STATE will not pay interest on a Letter of Credit.	SBC's language is most consistent with Arbitrator Decision
		7.6 SBC-12STATE may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:	SBC's language is most consistent with Arbitrator Decision
		CLEC owes SBC-12STATE undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or	SBC's language is most consistent with Arbitrator Decision

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or	SBC's language is most consistent with Arbitrator Decision
		The expiration or termination of this Agreement.	SBC's language is most consistent with Arbitrator Decision
		7.7 If SBC-12STATE draws on the Letter of Credit or Cash Deposit, upon request by SBC-12STATE, CLEC will provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 7.3.	SBC's language is most consistent with Arbitrator Decision



Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>7.8 Notwithstanding anything else set forth in this Agreement, if SBC-12STATE makes a request for assurance of payment in accordance with the terms of this Section, then SBC-12STATE shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished SBC-12STATE with the assurance of payment requested; provided, however, that SBC-12STATE will permit CLEC a minimum of ten (10) Business Days to respond to a request for assurance of payment before invoking this Section.</p>	<p>SBC's language is most consistent with Arbitrator Decision</p>
		<p>7.8.1 If CLEC fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, SBC-12STATE may also invoke the provisions set forth in Section 9.5 through Section 9.7.</p>	<p>SBC's language is most consistent with Arbitrator Decision</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		7.9 The fact that a Cash Deposit or Letter of Credit is requested by SBC-12STATE shall in no way relieve CLEC from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.	SBC's language is most consistent with Arbitrator Decision
CC GT&C 3	3.0 <u>Assurance of Payment</u>	3.0 <u>Assurance of Payment</u>	no apparent dispute
	3.1 <u>If CLEC can demonstrate a good payment history of one year or more with SBC MISSOURI or another ILEC, an Assurance of Payment will not be required.</u>	3.1 Upon request by SBC MISSOURI, CLEC will provide SBC MISSOURI with adequate assurance of payment of amounts due (or to become due) to SBC MISSOURI.	The CLEC Coalition's language is most consistent with Arbitrator's Report
	3.2 <u>The deposit requirements set forth in this Section 3 apply to the Resale Services and Network Elements furnished under this Agreement. A CLEC furnished both Resale Services and Network Elements in one (1) state under this Agreement shall make two (2) separate deposits for that state, each calculated separately as set forth below in Sections 3.2 through 3.10, inclusive.</u>	3.2 Assurance of payment may be requested by SBC MISSOURI if:	SBC's language is most consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p><u>CLEC shall remit an initial cash deposit to SBC MISSOURI prior to the furnishing of Resale Services or Network Elements in Missouri under this Agreement. The deposit required by the previous sentence shall be determined as follows:</u></p>	<p><b>3.2.1 at the Effective Date CLEC had not already established satisfactory credit by having made a least twelve (12) consecutive months of timely payments to SBC MISSOURI for charges incurred as a CLEC.</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
	<p><u>3.2.1 for SBC MISSOURI, if immediately prior to the Effective Date, CLEC was not operating as a Local Service Provider in Missouri the initial deposit shall be in the amount of \$17,000; or</u></p>	<p><b>3.2.2 in SBC MISSOURI's reasonable judgment, at the Effective Date or at any time thereafter, there has been an impairment of the established credit, financial health, or credit worthiness of CLEC. Such impairment will be determined from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about CLEC that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems; or</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
	<p><u>3.2.2 for SBC MISSOURI, if immediately prior to the Effective Date, CLEC was operating as a Local Service Provider in Missouri, the deposit shall be in the amount calculated using the method set forth in Section 3.7 of this Agreement; or</u></p>	<p><b>3.2.3 CLEC fails to timely pay a bill rendered to CLEC by SBC MISSOURI (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 9.3); or</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p><u>3.2.3 If CLEC has established a minimum of twelve (12) consecutive months good credit history with all ILEC Affiliates of SBC MISSOURI (that is, AMERITECH, NEVADA, PACIFIC, SNET and SWBT) with which CLEC is doing or has done business as a Local Service Provider, SBC MISSOURI shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in Section 3.1 through Section 3.10 of this Agreement shall continue to apply in each state for the Term. In determining whether CLEC has established a minimum of twelve (12) consecutive months good credit history with each ILEC Affiliate of SBC MISSOURI with which CLEC is doing or has done business, CLEC's payment record with each ILEC Affiliate of SBC MISSOURI for the most recent twelve (12) months occurring within the twenty-four (24) month period immediately prior to the Effective Date shall be considered.</u></p>	<p><b>3.2.4 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p><u>3.3 Any cash deposit shall be held by SBC MISSOURI as a guarantee of payment of charges billed to CLEC, provided, however, SBC MISSOURI may exercise its right to credit any cash deposit to CLEC's account upon the occurrence of any one of the following events:</u></p>	<p><b>3.3 Unless otherwise agreed by the Parties, the assurance of payment will, at SBC MISSOURI's option, consist of:</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
	<p><u>3.3.1 when SBC MISSOURI sends CLEC the second delinquency notification during the most recent twelve (12) months; or</u></p>	<p><b>3.3.1 a cash security deposit in U.S. dollars held by SBC MISSOURI ("Cash Deposit") or</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
	<p><u>3.3.2 when SBC MISSOURI suspends CLEC's ability to process orders in accordance with Section 10.4; or</u></p>	<p><b>3.3.2 an unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to SBC MISSOURI naming SBC MISSOURI as the beneficiary thereof and otherwise in form and substance satisfactory to SBC MISSOURI ("Letter of Credit").</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p><u>3.3.3 when CLEC files for protection under the bankruptcy laws; or when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or 3.3.5 when this Agreement expires or terminates; or</u></p>	<p><b>3.4 The Cash Deposit or Letter of Credit must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by SBC MISSOURI, for the Interconnection, Resale Services, unbundled Network Elements, Collocation or any other functions, facilities, products or services to be furnished by SBC MISSOURI under this Agreement.</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
	<p><u>3.3.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, SBC MISSOURI shall credit any cash deposit to CLEC's account so long as CLEC has not been sent more than one delinquency notification letter during the most recent twelve (12) months.</u></p>	<p><b>3.5 To the extent that SBC MISSOURI elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
	<p><u>3.3.7 For the purposes of this Section 3.3, interest will be calculated as specified in Section 8.2 and shall be credited to CLEC's account at the time that the cash deposit is credited to CLEC's account.</u></p>	<p><b>3.6 A Cash Deposit will accrue simple interest, however, SBC MISSOURI will not pay interest on a Letter of Credit.</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p><u>3.4 So long as CLEC maintains timely compliance with its payment obligations, SBC MISSOURI will not increase the deposit amount required. If CLEC fails to maintain timely compliance with its payment obligations, SBC MISSOURI reserves the right to require additional deposit(s) in accordance with Section 3.1 and Section 3.5 through Section 3.10.</u></p>	<p><b>3.7 SBC MISSOURI may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
	<p><u>3.5 If during the first six (6) months of operations, CLEC has been sent one delinquency notification letter by SBC MISSOURI, the deposit amount shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average:</u></p>	<p><b>3.7.1 CLEC owes SBC MISSOURI undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
	<p><u>3.5.1 for SBC MISSOURI for a two (2) month period exceeds the deposit amount held; or</u></p>	<p><b>3.7.2 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p><u>3.6 Throughout the Term, any time CLEC has been sent two (2) delinquency notification letters by SBC MISSOURI, the deposit amount shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average:</u></p>	<p><b>3.7.3 The expiration or termination of this Agreement.</b></p>	<p>SBC's language is not consistent with Arbitrator's Report</p>
	<p><u>3.6.1 for SBC MISSOURI for a two (2) month period exceeds the deposit amount held; or</u></p>	<p><b>3.8 If SBC MISSOURI draws on the Letter of Credit or Cash Deposit, upon request by SBC MISSOURI, CLEC will provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 3.3.</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
	<p><u>3.7 Whenever a deposit is re-evaluated as specified in Section 3.5 or Section 3.6, such deposit shall be calculated in an amount equal to the average billing to CLEC for a two (2) month period. The most recent three (3) months billing on all of CLEC's CBAs and BANs for Resale Services or Network Elements within that state shall be used to calculate CLEC's monthly average.</u></p>	<p><b>3.9 Notwithstanding anything else set forth in this Agreement, if SBC MISSOURI makes a request for assurance of payment in accordance with the terms of this Section, then SBC MISSOURI shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished SBC MISSOURI with the assurance of payment requested; provided, however, that SBC MISSOURI will permit CLEC a minimum of ten (10) Business Days to respond to a request for assurance of payment before invoking this Section.</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>



Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p><u>3.7.1 After calculating the amount equal to the average billing to CLEC for a two (2) month period in Missouri, SBC MISSOURI shall add the amount of any charges that would be applicable to transfer all of CLEC's then-existing End-Users of Resale Services to SBC MISSOURI in the event of CLEC's disconnection for non-payment of charges. The resulting sum is the amount of the deposit.</u></p>	<p><b>3.9.1 If CLEC fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, SBC MISSOURI may also invoke the provisions set forth in Section 14</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
	<p><u>3.7.1 (XSPEDIUS ONLY):</u></p>		<p>The CLEC Coalition's language is not consistent with Arbitrator's Decision</p>
	<p><u>In no event will Xspedius be subject to an assurance or payment to SBC MISSOURI that exceeds one month's projected average billing by SBC MISSOURI to Xspedius, less the amount of billings by Xspedius to SBC MISSOURI. If SBC owes Xspedius more than \$500,000 then a deposit would not be required until such time as the outstanding balance is reduced below this amount</u></p>		<p>The CLEC Coalition's language is not consistent with Arbitrator's Decision</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p><u>3.8 Whenever a deposit is re-evaluated as specified in Section 3.5 and Section 3.6, CLEC shall remit the additional deposit amount to SBC MISSOURI within thirty (30) calendar days of receipt of written notification from SBC MISSOURI requiring such deposit. If CLEC fails to furnish the required deposit within thirty (30) calendar days of receipt of written notice requesting such deposit, SBC MISSOURI shall begin the process set forth in Section 10 of this Agreement for that state. If CLEC continues to fail to furnish the required deposit at the expiration of the fourteen (14) calendar days specified in Section 10.2 of this Agreement, then SBC MISSOURI shall begin the procedure(s) set forth in Sections 10.4 through 10.11 of this Agreement.</u></p>		<p>The CLEC Coalition's language is not consistent with Arbitrator's Decision</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>3.9 This cash deposit requirement may be satisfied in whole or in part with an <u>irrevocable bank letter of credit acceptable to SBC MISSOURI, or a surety bond underwritten by a company approved by the Missouri Insurance Department to underwrite such surety bonds. No interest shall be paid by SBC MISSOURI for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit or surety bond. SBC MISSOURI may demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit or surety bond upon the occurrence of any of the events listed in Section 3.3.1 through 3.3.4.</u></p>		<p>The CLEC Coalition's language is not consistent with Arbitrator's Decision</p>
	<p>3.10 <u>The fact that SBC MISSOURI holds either a cash deposit or irrevocable bank letter of credit does not relieve CLEC from timely compliance with its payment obligations under this Agreement.</u></p>	<p><b>3.10 The fact that a Cash Deposit or Letter of Credit is requested by SBC MISSOURI shall in no way relieve CLEC from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
MCI GT&C 6	<p>9.1 <u>In accordance with the requirements of this Section, either Party may require the other to provide security deposits to ensure payment of the other's accounts. Any deposit charged pursuant to this Section shall be on an individual billing account basis and neither Party shall be permitted to charge a security deposit for any individual billing account unless, (i) two (2) times during any Contract Year, the other Party has been more than thirty (30) days late in making timely payments of undisputed amounts due under this Agreement for the billing account in question and (ii) the past due amount is more than two months of average monthly billing. For purposes of this Section 9, "Contract Year" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof. Except as set forth in Section 9.1, the amount of any security deposit charged pursuant to this Section 9 shall not exceed the amount billed for the billing account in question by the Party requiring the deposit to the other Party du</u></p>	9.1 <b>Intentionally Omitted.</b>	SBC's language is most consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>9.2 <u>Change in Deposit Amount. Either Party holding any deposit pursuant to this Section may increase the amount of that deposit to reflect the average monthly billing for the most recent two-month period for the individual billing account for which the deposit is being held. The Party providing a deposit may also require that the amount of its deposit be decreased based on average monthly billing for the most recent two-month period.</u></p>	<p>9.2 <b>Upon request by the Billing Party, the Billed Party will provide the Billing party with adequate assurance of payment of amounts due (or to become due) to the Billing Party.</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
		<p>9.2.1 <b>at the Effective Date the Paying Party had not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to the Other Party for charges incurred as a CLEC or ILEC; or</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
		<p>9.2.2 <b>at the Effective Date or at any time thereafter, there has been an impairment of the established credit, financial health or creditworthiness of the Billed Party. Such impairment will be determined from information available from financial sources, that the Billed Party has not maintained a BBB or better long term debt rating or an A-2 or better short term debt rating by Standard and Poor's for the prior six months: or</b></p>	<p>SBC's language is not consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>9.2.3 The Party (a) fails to timely pay a bill rendered to it (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which the Non-Paying Party has complied with the billing dispute requirements set forth herein), and (b) the amount of such undisputed delinquency exceeds five percent (5%) of the aggregate amount billed by SBC MISSOURI to MCI under this Agreement for the month in question; or</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
		<p>9.2.4 The Billed Party admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.</p>	<p>SBC's language is not consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>9.3 <u>Form of Deposit. Any security deposit provided pursuant to this Section shall be in the form of an irrevocable letter of credit, bond, cash deposit or other form of security acceptable to the Parties. Any cash deposit provided pursuant to this Agreement shall accrue simple interest at the rate of six percent (6%) annually and shall be payable to when the security deposit is returned.</u></p>	<p>9.3 <b>Unless otherwise agreed by the Parties any assurance of payment required by the previous section shall consist of:</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
		<p>9.3.1 <b>a cash security deposit ("Cash Deposit") held by the Billing Party or;</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
		<p>9.3.2 <b>an unconditional, irrevocable standby bank Letter of Credit from a U.S. financial institution acceptable to both Parties naming the Billing Party as the beneficiary thereof and otherwise in form and substance satisfactory to both Parties("Letter of Credit").</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>9.3.3 The Cash Deposit or Letter of Credit must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), for the Interconnection, Resale Services, Network Elements, Collocation or any other functions, facilities, products or services to be furnished by the Billing Party under this Agreement.</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
	<p><u>9.4 Return of Deposit. If, at any time after a deposit is requested, the Party providing the deposit makes timely payments for the individual billing accounts for which a deposit is being held for six (6) consecutive months, the Party requiring the deposit will promptly relinquish the deposit and return it to the other Party. In addition, if the Party requiring the deposit ceases providing service to the other pursuant to this Agreement, that Party shall return any deposit within thirty (30) days after it has ceased providing service.</u></p>	<p>9.4 To the extent that the Billing Party elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to the Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>



Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>9.5 <u>Obligation to Make Timely Payments. The fact that a security deposit has been provided in no way relieves either Party from complying with the requirements of this Agreement regarding payment of bills.</u></p>	<p>9.5 All cash deposits will accrue interest payable when the deposit is returned to the Billing Party. However, the Billing Party will not pay interest on a Letter of Credit.</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
	<p>9.6 <u>In the event that a Party providing a security deposit continues to be in arrears for amounts due under this Agreement, the Party holding the deposit may credit to the other party's accounts that portion of the deposit equal to amounts that are more than one hundred twenty (120) days past due.</u></p>	<p>9.6 <b>If during the course of this Agreement the Billed Party paying the Deposit establishes a minimum of twelve (12) consecutive months good credit history with the Billing Party when doing business as a local service provider, the Billing Party holding the Deposit(s) shall return the initial deposits, with interest; provided, however, that the terms and conditions set forth herein shall continue to apply for the remainder of the Term. In determining whether a Billed Party has established a minimum of twelve (12) consecutive months good credit history, the Billed Party's payment record for the most recent twelve (12) monthly billings occurring within the prior twenty-four (24) months shall be considered.</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>9.7 Any cash deposit shall be held as a guarantee of payment of charges billed, provided, however, the Billing Party holding the Deposit may exercise its right to credit any cash deposit to the Billing Party's account upon the occurrence of any one of the following events:</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
		<p>9.7.1 the Billed Party owes the Billing Party undisputed charges under this Agreement that are more than thirty (30) calendar days past due or</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
		<p>9.7.2 the Billed Party admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or</p>	<p>SBC's language is not consistent with Arbitrator's Report</p>
		<p>9.7.3 when this Agreement expires or terminates; or</p>	<p>SBC's language is not consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>9.7.4 during the month following the expiration of twelve (12) months after that cash deposit was remitted, the Billing Party holding the Deposit shall credit any cash deposit to the Billing Party's account so long as it has not been sent more than one delinquency notification letter for that state during the most recent twelve (12) months.</p>	<p>SBC's language is most consistent with Arbitrator Report</p>
		<p>9.8 So long as the Billed Party maintains timely compliance with its payment obligations, the Billing Party holding the Deposit will not increase the deposit amount required. If the Billing Party fails to maintain timely compliance with its payment obligations, the Billing Party holding the Deposit reserves the right to require additional deposit(s) in accordance with this Section.</p>	<p>SBC's language is not consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p><b>9.9 If during the first six (6) months of operations in MISSOURI, the Billed Party has been sent one delinquency notification letter by the Billing Party holding the Deposit, the deposit amount for that state shall be re-evaluated based upon the actual billing totals and shall be increased if the Billing Party's actual billing average for the two (2) month period exceeds the deposit amount held.</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
		<p><b>9.9.1 Throughout the Term, any time the Billed Party has been sent two (2) delinquency notification letters for any one state by the Party holding the Deposit, the deposit amount shall be re-evaluated based upon actual billing totals and shall be increased if the Billed Party's actual billing average for the three (3) month period exceeds the deposit amount held.</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		9.10 Whenever a deposit is re-evaluated as specified herein, such deposit shall be calculated in an amount equal to the average billing for four (4) month period. The most recent four (4) months billing on all Billing Account Numbers (BAN)s for Resale Services, Network Elements, and Reciprocal Compensation shall be used to calculate the monthly average.	SBC's language is most consistent with Arbitrator's Report
		9.11 Intentionally Omitted.	SBC's language is most consistent with Arbitrator's Report
		9.12 Whenever a deposit is re-evaluated, the Billed Party shall remit the additional deposit amount to the Billing Party holding the Deposit within ten (10) calendar days of receipt of written notification requiring such deposit. If the Billed Party fails to furnish the required deposit, the Party holding the Deposit shall suspend the Billed Party's ability to process orders until the deposit is remitted.	SBC's language is most consistent with Arbitrator's Report
		9.13 Intentionally Omitted.	SBC's language is most consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>9.14 <b>The fact that the Billing Party holding the Deposit holds either a cash deposit or irrevocable bank letter of credit does not relieve the Billed Party from timely compliance with its payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
<p>Navigator GT&amp;C 4a</p>	<p>3.4 The Cash Deposit or Letter of Credit must be in an amount equal to <u>one</u> (1) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by SBC MISSOURI, for the Interconnection, Resale Services, Unbundled Network Elements, Collocation or any other functions, facilities, products or services to be furnished by SBC MISSOURI under this Agreement.</p>	<p>3.4 The Cash Deposit or Letter of Credit must be in an amount equal to <b>three</b> (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by SBC MISSOURI, for the Interconnection, Resale Services, <b>section 251 (c)(3)</b> Unbundled Network Elements, Collocation or any other functions, facilities, products or services to be furnished by SBC MISSOURI under this Agreement.</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	3.9 Notwithstanding anything else set forth in this Agreement, if SBC MISSOURI makes a request for assurance of payment in accordance with the terms of this Section, then SBC MISSOURI shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished SBC MISSOURI with the assurance of payment requested; provided, however, that SBC MISSOURI will permit CLEC a minimum of <u>twenty (20)</u> Business Days to respond to a request for assurance of payment before invoking this Section.	3.9 Notwithstanding anything else set forth in this Agreement, if SBC MISSOURI makes a request for assurance of payment in accordance with the terms of this Section, then SBC MISSOURI shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished SBC MISSOURI with the assurance of payment requested; provided, however, that SBC MISSOURI will permit CLEC a minimum of <b>ten (10)</b> Business Days to respond to a request for assurance of payment before invoking this Section.	SBC's language is most consistent with Arbitrator's Report
Sprint GT&C 10	Sprint submits that the SBC proposed section be eliminated from the final IAC.	<b>7. ASSURANCE OF PAYMENT</b>	SBC's language is most consistent with Arbitrator's Report
		<b>7.1 Upon request by SBC-13STATE, CLEC will provide SBC-13STATE with adequate assurance of payment of amounts due (or to become due) to SBC-13STATE.</b>	SBC's language is most consistent with Arbitrator's Report
		<b>7.2 Assurance of payment may be requested by SBC-12STATE if:</b>	SBC's language is most consistent with Arbitrator's Report
		<b>7.2.1 at the Effective Date CLEC had not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to SBC-13STATE for charges incurred as a CLEC; or</b>	SBC's language is most consistent with Arbitrator's Report

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>7.2.2 in SBC-12STATE's reasonable judgment, at the Effective Date or at any time thereafter, there has been an impairment of the established credit, financial health, or credit worthiness of CLEC. Such impairment will be determined from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about CLEC that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems; or</p>	<p>SBC's language is not consistent with Arbitrator's Report</p>
		<p>7.2.3 CLEC fails to timely pay a bill rendered to CLEC by SBC-12STATE (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 9.3); or</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>



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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		7.2.4 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.	SBC's language is not consistent with Arbitrator's Report
		7.3 Unless otherwise agreed by the Parties, the assurance of payment will, at SBC-12STATE's option, consist of	SBC's language is most consistent with Arbitrator's Report
		7.3.1 a cash security deposit in U.S. dollars held by SBC-12STATE ("Cash Deposit") or	SBC's language is most consistent with Arbitrator's Report
		7.3.2 an unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to SBC 12STATE naming the SBC-owned ILEC(s) designated by SBC-12STATE as the beneficiary(ies) thereof and otherwise in form and substance satisfactory to SBC-12STATE ("Letter of Credit").	SBC's language is most consistent with Arbitrator's Report

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>7.3.3 The Cash Deposit or Letter of Credit must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by SBC-12STATE, for the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation or any other functions, facilities, products or services to be furnished by SBC-12STATE under this Agreement.</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>7.3.3.1 Notwithstanding anything else set forth in this Agreement, SBC SOUTHWEST REGION 5-STATE will not request assurance of payment of charges reasonably anticipated by SBC SOUTHWEST REGION 5-STATE to be incurred in Arkansas in an amount that would exceed one (1) month's projected bill for CLEC's initial market entry; provided, however, that after three (3) months of operation, SBC SOUTHWEST REGION 5-STATE may request assurance of payment of charges reasonably anticipated by SBC SOUTHWEST REGION 5-STATE to be incurred in Arkansas in an amount not to exceed two times projected average monthly billing to CLEC.</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
		<p>7.3.3.2 Notwithstanding anything else set forth in this Agreement, SBC SOUTHWEST REGION 5-STATE will not request assurance of payment of charges reasonably anticipated by SBC SOUTHWEST REGION 5-STATE to be incurred in Oklahoma in an amount that would exceed two times projected average monthly billing to CLEC.</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		7.4 To the extent that SBC-12STATE elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.	SBC's language is most consistent with Arbitrator's Report
		7.5 A Cash Deposit will accrue interest, however, SBC-12STATE will not pay interest on a Letter of Credit.	SBC's language is most consistent with Arbitrator's Report
		7.6 SBC-12STATE may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:	SBC's language is most consistent with Arbitrator's Report
		7.6.1 CLEC owes SBC-12STATE undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or	SBC's language is most consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		7.6.2 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or	SBC's language is not consistent with Arbitrator's Report
		7.6.3 The expiration or termination of this Agreement.	SBC's language is not consistent with Arbitrator's Report
		7.7 If SBC-12STATE draws on the Letter of Credit or Cash Deposit, upon request by SBC-12STATE, CLEC will provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 7.3.	SBC's language is most consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>7.8 Notwithstanding anything else set forth in this Agreement, if SBC-12STATE makes a request for assurance of payment in accordance with the terms of this Section, then SBC-12STATE shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished SBC-12STATE with the assurance of payment requested; provided, however, that SBC-12STATE will permit CLEC a minimum of ten (10) Business Days to respond to a request for assurance of payment before invoking this Section.</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
		<p>7.8.1 If CLEC fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, SBC-12STATE may also invoke the provisions set forth in Section 9.5 through Section 9.7.</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		7.9 The fact that a Cash Deposit or Letter of Credit is requested by SBC-12STATE shall in no way relieve CLEC from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.	SBC's language is most consistent with Arbitrator's Report
		7.10 For adequate assurance of payment of amounts due (or to become due) to SBC CONNECTICUT, see the applicable DPUC ordered tariff.	SBC's language is not consistent with Arbitrator's Report
Witel GT&C 10	7.2 Assurance of payment may <u>only</u> be requested by <b>SBC-12STATE</b> if:	7.2 Assurance of payment may be requested by <b>SBC-12STATE</b> if:	Witel's language is most consistent with Arbitrator's Report
	7.2.1 at the Effective Date CLEC had not already established satisfactory credit by having <u>fewer than three (3) valid past due notices during the previous</u> twelve (12) consecutive months of payments to <b>SBC-13STATE</b> for charges incurred as a CLEC; or	7.2.1 at the Effective Date CLEC had not already established satisfactory credit by having <b>made at least</b> twelve (12) consecutive months of <b>timely</b> payments to <b>SBC-13STATE</b> for charges incurred as a CLEC; or	SBC's language is most consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>7.2.2 at the Effective Date or at any time thereafter, there has been an impairment of the established credit, financial health, or credit worthiness of CLEC <u>that results in a rating downgrade by Moody's or Standard and Poor's</u>. ; or</p>	<p>7.2.2 in <b>SBC-12STATE's</b> reasonable judgment, at the Effective Date or at any time thereafter, there has been an impairment of the established credit, financial health, or credit worthiness of CLEC. <b>Such impairment will be determined from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about CLEC that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems;</b> or</p>	<p>Witel's language is most consistent with Arbitrator's Report</p>
	<p>7.2.3 CLEC fails to timely pay <u>two (2) or more bills</u> rendered to CLEC <u>in any twelve-month period</u> by <b>SBC-12STATE</b> (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 9.3), provided that such failure to timely pay is not due to billing delays or other cause on the part of <b>SBC-12STATE</b>; or</p>	<p>7.2.3 CLEC fails to timely pay a bill rendered to CLEC by <b>SBC-12STATE</b> (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 9.3), provided that such failure to timely pay is not due to billing delays or other cause on the part of <b>SBC-12STATE</b>; or</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>



Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	7.7 If <u>SBC-12STATE</u> draws on the Letter of Credit or Cash Deposit, upon request by <u>SBC-12STATE</u> , and subject to <u>Section 7.2</u> , CLEC will provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 7.3	7.7 If <u>SBC-12STATE</u> draws on the Letter of Credit or Cash Deposit, upon request by <u>SBC-12STATE</u> , CLEC will provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 7.3	Witel's language is most consistent with Arbitrator's Report
<b>Subpoint H: Other GT&amp;C Issues</b>			
CC GT&C 4a	<u>2.9 Upon termination or expiration of this Agreement, in accordance with Sections XX, etc.:</u>	<b>2.9 Intentionally Omitted</b>	SBC's language is most consistent with Arbitrator's Report
	<u>2.9.1 Each Party shall continue to comply with its obligations set forth in Section XX Survival of Obligations; and</u>	<b>2.9.1 Intentionally Omitted</b>	SBC's language is most consistent with Arbitrator's Report
	<u>2.9.2 Each Party shall promptly pay all amounts, including any late payment charges, owed under this Agreement;</u>	<b>2.9.2 Intentionally Omitted</b>	SBC's language is most consistent with Arbitrator's Report
	<u>2.9.3 Each Party's confidentiality obligations shall survive after termination or expiration for a period of time equal to the term of the Agreement or the applicable Statute of Limitations, whichever is less; and</u>	<b>2.9.3 Intentionally Omitted</b>	SBC's language is most consistent with Arbitrator's Report
	<u>2.9.4 Each Party's indemnification obligations shall survive after termination or expiration for a period of time equal to the term of the Agreement or the applicable Statute of Limitations, whichever is less.</u>	<b>2.9.4 Intentionally Omitted</b>	SBC's language is most consistent with Arbitrator's Report
	4.0 Effective Date and Term of Agreement	<b>4.0 Effective Date and Term of Agreement</b>	no apparent dispute

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p><u>4.3 The terms and conditions and rates and charges contained herein will continue to apply until the earlier of (i) termination by either Party under the terms of this Agreement; (ii) the date a successor agreement becomes effective or (iii) the date that is ten (10) months after the date on which SBC MISSOURI received CLEC's Section 252(a)(1) request, unless an arbitration petition has been filed by either Party, in which case (ii) applies. If CLEC requests negotiation of a successor agreement, the rates, terms and conditions of this Agreement will continue in effect during the pendency of the parties' negotiations and, if applicable, arbitration.</u></p>	<p>4.6 If a Request /Notice is not received pursuant to Section 4.3 then this Agreement shall remain in full force and effect on and after the expiration of the Term on a month-to- month basis until terminated pursuant to this Section or Section 4.6 or 4.7. During any month-to-month extension of this Agreement, the rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which SBC MISSOURI received CLEC's Section 252(a)(1) Request to Negotiate.</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>4.4 If a Request /Notice is not received pursuant to Section 4.3 then this Agreement shall remain in full force and effect on and after the expiration of the Term on a month-to- month basis until terminated pursuant to this Section or Section 4.6 or 4.7. During any month-to-month extension of this Agreement, the rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which SBC MISSOURI received CLEC's Section 252(a)(1) Request to Negotiate.</p>	<p><b>4.5 If CLEC submits a Request under Sections 251/252(i) of the Act for a successor agreement or SBC MISSOURI submits a Notice, the Request/Notice does not activate the negotiation timeframe set forth in this Agreement, If CLEC's Request is pursuant to Section 252(a)(1), CLEC will delineate the items desired to be negotiated. Not later than 45 days from receipt of said Request/Notice, the receiving Party will notify the sending Party of additional items desired to be negotiated, if any. The Parties will begin negotiations not later than 135 days prior to expiration of this Agreement. If CLEC's Request is made pursuant to Section 252(i), the Agreement selected for adoption will be prepared for execution by the Parties.</b></p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>4.6 <u>As long as a non-paying Party has disputed unpaid amounts in good faith and pursuant to the terms of this Agreement, non-payment is not to be deemed, nor should it be construed as, a material breach of this Agreement.</u></p>	<p>4.6 If at any time during the Section 252(a)(1) negotiation process (whether prior to or after the expiration date or termination date of this Agreement), CLEC withdraws its Section 252(a)(1) request, CLEC must include in its notice of withdrawal either a request to adopt a successor agreement under Section 252(i) of the Act or an affirmative statement that CLEC does not wish to pursue a successor agreement with SBC MISSOURI for the state of Missouri. The rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the term of this Agreement, or 2) the effective date of the successor agreement being adopted under section 252(i) as set forth above.</p>	<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p><u>As long as a non-paying Party has disputed unpaid amounts in good faith and pursuant to the terms of this Agreement, non-payment is not to be deemed, nor should it be construed as, a material breach of this Agreement.</u></p>	<p><b>4.7 If the CLEC fails to timely respond to SBC MISSOURI's Section 4.3 Notice, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provided its Request or received SBC MISSOURI's Notice. If the Term of this Agreement has expired, on the ninety-first (91st) day following CLEC's Request or receipt of SBC MISSOURI's Notice, the Parties shall have no further obligations under this Agreement except those set forth in Section 4.10 of this Agreement.</b></p>	<p>SBC's language is consistent with the Arbitrator's Report.</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>4.8 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement, and the other Party fails to cure such nonperformance or breach within <u>forty-five (45)</u> calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 4.8 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within <u>forty-five (45)</u> calendar days after written notice thereof.</p>	<p><b>4.8</b> Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement, and the other Party fails to cure such nonperformance or breach within <b>forty-five (45)</b> calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 4.8 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within <b>forty-five (45)</b> calendar days after written notice thereof.</p>	<p>no apparent dispute</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>4.11 In the event of expiration or termination of this Agreement other than pursuant to <u>Section 4.6</u> SBC MISSOURI and CLEC shall cooperate in good faith to effect an orderly and timely transition of service provided under this Agreement to CLEC or to another vendor. So long as CLEC fulfills said obligation to effect an orderly and timely transition of service, and continues to pay SBC MISSOURI for the charges incurred during the transition of service, SBC MISSOURI shall not terminate service to CLEC's <u>end users</u> and such service shall be provided pursuant to the terms of the interconnection agreement during this transition period. In the event CLEC withdraws from providing local service, it shall not prevent (from an operational or administrative standpoint) its end users from being transitioned to a new LEC. SBC MISSOURI and CLEC shall continue their responsibilities under the terms and conditions of the terminated or expired Agreement for any order submitted to SBC MISSOURI in connection with this transition of service.</p>	<p><b>4.9 If pursuant to Section 4.4 this Agreement continues in full force and effect on a month-to-month basis after the expiration of the Term, either Party may terminate this Agreement by delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 4.6, and 4.7. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 4.9 other than its obligations under Sections 4.6 and 4.7.</b></p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>
	<p>4.13 <u>Upon termination or expiration of this Agreement, in accordance with Sections XX, etc.:</u></p>	<p><b>4.10 Upon termination or expiration of this Agreement in accordance with Sections 4.4, 4.6 and 4.7</b></p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	4.13.1 <u>Each Party shall continue to comply with its obligations set forth in Section XX Survival of Obligations; and</u>	4.10.1 <b>Each Party shall continue to comply with its obligations set forth in Section 50 Survival of Obligations; and</b>	SBC's language is most consistent with the Arbitrator's Report.
	4.13.2 <u>Each Party shall promptly pay all amounts, including any late payment charges, owed under this Agreement;</u>	4.10.2 <b>Each Party shall promptly pay all amounts owed under this Agreement.</b>	SBC's language is most consistent with the Arbitrator's Report.



Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>4.13.3 <u>Each Party's confidentiality obligations shall survive after termination or expiration for a period of time equal to the term of the Agreement or the applicable Statute of Limitations, whichever is less; and</u></p>	<p>4.11 In the event of expiration or termination of this Agreement other than pursuant <b>herein</b>, SBC MISSOURI and CLEC shall cooperate in good faith to effect an orderly and timely transition of service provided under this Agreement to CLEC or to another vendor <b>but in any event not later than the 91<sup>st</sup> day after the expiration or termination of this Agreement.</b> So long as CLEC fulfills said obligation to effect an orderly and timely transition of service, and continues to pay SBC MISSOURI for the charges incurred during the transition of service, SBC MISSOURI shall not terminate service to CLEC's <b>End Users</b> and such service shall be provided pursuant to the terms of the interconnection agreement during this transition period. In the event CLEC withdraws from providing local service, it shall not prevent (from an operational or administrative standpoint) its end users from being transitioned to a new LEC. SBC MISSOURI and CLEC shall continue their responsibilities under the terms and conditions of the terminated or expired Agreement for any order submitte</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>4.13.4 Each Party's indemnification obligations shall survive after termination or expiration for a period of time equal to the term of the Agreement or the applicable Statute of Limitations, whichever is less.</p>	<p>4.12 Should CLEC opt to incorporate any provision for interconnection, service, or unbundled Network Element from another Commission-approved interconnection agreement into this Agreement pursuant to Section 252(i) of the Act and 47 C.F.R. § 51.809, such incorporated provision shall expire on the date it would have expired under the interconnection agreement from which it was taken. Should CLEC opt to incorporate any provision for interconnection, service or unbundled Network Element from this Agreement into another Commission-approved interconnection agreement pursuant to Section 252(i) of the Act, the provision from this Agreement shall expire on the date specified in Section 4.1 above and shall not control the expiration date of any other the provisions of the other interconnection agreement. All monetary obligations of the Parties to one another under the immediately previous interconnection agreement between the Parties shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement.</p>	

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>4.14 <u>SBC MISSOURI will make available any interconnection, service or network element provided under an agreement approved by a regulatory commission under Section 252 of the Act to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in accordance with Section 252(i) of the Act, as that Section has been interpreted by the FCC in its implementing rule(s), as such rules may be amended from time to time, along with any other relevant decision(s) by a regulatory or legislative body or court of competent jurisdiction (subject to any appeals or associated review.</u></p>		
MCI GT&C 4	<p>MCI withdrew its language of 5 years and accepted SBC's language of 3 years. Remaining disputed language is address in GT&amp;C 5.</p>	<p>MCI withdrew its language of 5 years and accepted SBC's language of 3 years. Remaining disputed language is addressed in GT&amp;C 5.</p>	<p>No dispute.</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>7.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and will remain in effect for three (3) years after the Effective Date and continue in full force and effect, thereafter until (i) superseded in accordance with the requirements of this section or (ii) terminated pursuant to the requirements of this section. No earlier than one-hundred eighty (180) days before the expiration of the term, either Party may request that the Parties commence negotiations to replace this Agreement with a superseding agreement by providing the other Party with a written request to enter into negotiations.</p>	<p>7.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and will remain in effect for three (3) years after the Effective Date and continue in full force and effect on a <b>month to month basis</b>, thereafter until (i) superseded in accordance with the requirements of this section or (ii) terminated pursuant to the requirements of this section. No earlier than one-hundred eighty (180) days before the expiration of the term, either Party may request that the Parties commence negotiations to replace this Agreement with a superseding agreement by providing the other Party with a written request to enter into negotiations. <b>If this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to the survivability causes contained herein.</b></p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
MCI GT&C 5	7.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and will remain in effect for three (3) years after the Effective Date and continue in full force and effect, thereafter until (i) superseded in accordance with the requirements of this section or (ii) terminated pursuant to the requirements of this section. No earlier than one-hundred eighty (180) days before the expiration of the term, either Party may request that the Parties commence negotiations to replace this Agreement with a superseding agreement by providing the other Party with a written request to enter into negotiations.	7.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and will remain in effect for three (3) years after the Effective Date and continue in full force and effect <b>on a month to month basis</b> , thereafter until (i) superseded in accordance with the requirements of this section or (ii) terminated pursuant to the requirements of this section. No earlier than one-hundred eighty (180) days before the expiration of the term, either Party may request that the Parties commence negotiations to replace this Agreement with a superseding agreement by providing the other Party with a written request to enter into negotiations. <b>If this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to the survivability causes contained herein.</b>	SBC's language is most consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	7.7 <u>Intentionally Omitted</u>	7.7 If either Party serves notice of expiration herein, MCI shall have ten (10) calendar days to provide SBC MISSOURI written confirmation if MCI wishes to pursue a successor agreement with SBC MISSOURI MCI shall identify the action to be taken. If MCI wishes to pursue a successor agreement with SBC, MISSOURI MCI shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with SBC MISSOURI under Sections 251/252 of the Act. Upon receipt of MCI's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.	SBC's language is most consistent with Arbitrator's Report
	7.8 <u>Intentionally Omitted</u>	7.8 If written notice is not issued herein, the rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which SBC MISSOURI received MCI's Section 252(a)(1) request	SBC's language is most consistent with Arbitrator's Report

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	7.9 Intentionally Omitted	7.9 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), MCIIm withdraws its Section 252(a)(1) request, MCIIm must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that MCIIm does not wish to pursue a successor agreement with SBC MISSOURI for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date MCIIm provides notice of withdrawal of its Section 252(a)(1) request.	SBC's language is most consistent with Arbitrator's Report

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	7.10 Intentionally Omitted	7.9.1 If the Term of this Agreement has expired, on the earlier of (i) the ninety-first (91st) calendar day following SBC MISSOURI's receipt of MCI's notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the Commission of the adoption of an agreement under 252(i), the Parties shall, have no further obligations under this Agreement except those set forth in this Agreement.	SBC's language is most consistent with Arbitrator's Report



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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<p>7.10 If MCI<sub>m</sub> does not affirmatively state that it wishes to pursue a successor agreement with SBC MISSOURI in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of the SBC-owned ILEC's notice of expiration or termination, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date MCI<sub>m</sub> provided or received notice of expiration or termination. If the Term of this Agreement has expired, on the ninety-first (91st) day following MCI<sub>m</sub> provided or received notice of expiration or termination, the Parties shall have no further obligations under this Agreement except those set forth in this Agreement.</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Charter GT&C 29	<p>5.6 If either Party serves notice of expiration pursuant to Section 5.2 or Section 5.4, CLEC shall have ten (10) calendar days to provide SBC-13STATE written confirmation if CLEC wishes to pursue a successor agreement with SBC-13STATE or terminate its agreement. CLEC shall identify the action to be taken on each applicable (13) state(s). If CLEC wishes to pursue a successor agreement with SBC-13STATE, CLEC shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with SBC-13STATE under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement, <u>and this Agreement shall remain in force until replaced by such successor agreement.</u></p>	<p>5.6 If either Party serves notice of expiration pursuant to Section 5.2 or Section 5.4, CLEC shall have ten (10) calendar days to provide SBC-13STATE written confirmation if CLEC wishes to pursue a successor agreement with SBC-13STATE or terminate its agreement. CLEC shall identify the action to be taken on each applicable (13) state(s). If either Party serves notice of expiration pursuant to Section 5.2 or Section 5.4, CLEC shall have ten (10) calendar days to provide SBC-13STATE written confirmation if CLEC wishes to pursue a successor agreement with SBC-13STATE or terminate its agreement. CLEC shall identify the action to be taken on each applicable (13) state(s). If CLEC wishes to pursue a successor agreement with SBC-13STATE, CLEC shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with SBC-13STATE under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreeme</p>	Charter's language is most consistent with Arbitrator's Report
CC GT&C 14	<b>35. Regulatory Authority</b>	<b>35. Regulatory Authority</b>	no apparent dispute

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>35.1 SBC MISSOURI will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. CLEC will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to CLEC <u>end users</u> contemplated by this Agreement.</p>	<p>35.1 SBC MISSOURI will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. CLEC will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to CLEC <b>End Users</b> contemplated by this Agreement.</p>	<p>no apparent dispute</p>
	<p><u>35.2 SBC MISSOURI will provide CLEC with direct notice of any tariff or filing which concerns the subject matter of this Agreement in the same manner and for the same term as set forth in Section 30.2 for the subjects listed therein.</u></p>	<p>35.2 Intentionally Omitted</p>	<p>The CLEC Coalition's language is most consistent with Arbitrator's Report</p>
<p>CC Def 1</p>	<p>1.1.49 <u>None</u></p>	<p><b>1.1.49 "End User" or "End User Customer" means any individual,</b></p>	
<p>CC GT&amp;C 23</p>	<p>&lt;Adam says, nothing in this space in the DPL&gt;</p>	<p>See defined term in Appendix Definition.</p>	

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
MCI Def 3	<p><u>“End User” means a person or entity to whom a Party provides or has agreed to provide a specific service or set of services, whether directly or indirectly. End User includes Telecommunications Carriers.</u></p>	<p><b>“End User” means any individual, business, association, corporation, government agency or entity other than an Interexchange Carrier (IXC), Competitive Access Provider (CAP) or Wireless Carrier (also known as a Commercial Mobile Radio Service (CMRS) provider) that subscribes to Telecommunications Services provided by either of the Parties and does not resell it to others. As used herein, this term does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.</b></p>	<p>SBC's language is not consistent with Arbitrator's Report</p>
Sprint GT&C 2	<p>1.1.38<u>“End Users” means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail or any of the Parties’ customers. As used herein, the term “End Users” does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement. Notwithstanding the above, the Parties agree the End User definition cannot mean a CMRS provider or interexchange carrier for the purpose of purchasing Unbundled Network Elements for the exclusive provision of CMRS or interexchange services.</u></p>	<p>1.1.38<u>“End Users” means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term “End Users” does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.</u></p>	<p>SBC's language is not consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Navigator GT&C 3	2.3 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:	2.3 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:	no apparent dispute
	<u>2.3.1 For CLECs that are reselling SBC Missouri Resale Services and/or purchasing UNE-P under this agreement, the minimum insurance coverage and limits are as follows:</u>	<b>2.3.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.</b>	Navigator's language is most consistent with Arbitrator's Report
	<u>a. Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit:</u>		Navigator's language is most consistent with Arbitrator's Report
	<u>b. \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising:</u>		Navigator's language is most consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>2.3.2 For CLECs that are interconnecting or purchasing any Unbundled Network Elements (other than UNE-P), products or services under this agreement, the minimum insurance coverage and limits are as follows:</p>	<p>2.3.2 Commercial General Liability insurance with minimum limits of:  <b>\$10,000,000</b> General Aggregate limit;                      \$5,000,000 each occurrence sub-limit for all bodily injury or property Damage incurred in any one occurrence;                      \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising;  <b>\$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations.</b>                      Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.</p>	<p>Navigator's language is most consistent with Arbitrator's Report</p>
	<p>a. <b>2.3.1</b> Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.</p>		<p>Navigator's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>b. 2.3.2 Commercial General Liability insurance with minimum limits of: <u>6,000,000</u> General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property Damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.</p>		<p>Navigator's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Witel GT&C 6	4.6.2 Commercial General Liability insurance with minimum limits of: <u>\$2,000,000</u> General Aggregate limit; <u>\$2,000,000</u> each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; <u>\$2,000,000</u> Products/Completed Operations Aggregate limit, with a <u>\$2,000,000</u> each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.	4.6.2 Commercial General Liability insurance with minimum limits of: <b>\$10,000,000</b> General Aggregate limit; <b>\$5,000,000</b> each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; <b>\$10,000,000</b> Products/Completed Operations Aggregate limit, with a <b>\$5,000,000</b> each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.	Witel's language is most consistent with Arbitrator's Report
	4.6.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force insurance coverage and limits <u>in commercially reasonable and appropriate amounts to be determined at the discretion of the Party using such subcontractors</u>	4.6.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits <b>required in Sections 4.7 through 4.7.3 of this Agreement.</b>	Witel's language is most consistent with Arbitrator's Report



Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	4.6.6 Each Party <u>will endeavor</u> to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, <u>a material reduction that impacts the coverage amounts set forth above</u> , or non-renewal of any of the insurance policies required herein.	4.6.6 Each Party <b>agrees</b> to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, <b>material reduction</b> or non-renewal of any of the insurance policies required herein.	SBC's language is most consistent with Arbitrator's Report
Charter GT&C 26	4.7.5 Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.	4.7.5 <b>The Parties agree that companies affording the insurance coverage required under Section 4.7 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best</b>	Charter's language is most consistent with Arbitrator's Report
CC GT&C 18	48.0 <u>Referenced Documents</u>	48.0 <b>Referenced Documents</b>	

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	48.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC Practice, SBC MISSOURI Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the <u>current</u> version or edition (including any amendments, supplements, addenda, or successors)	48.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC Practice, SBC MISSOURI Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the <b>most recent</b> version or edition (including any amendments, supplements, addenda, or successors) <b>of each document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, CLEC Practice, SBC MISSOURI Practice, or publication of industry standards.</b>	The CLEC Coalition's language is most consistent with the Arbitrator's Report
B/I GT&C Section 1.7(A) (also known as CC GT&C 25)	<most probably a typo>	<most probably a typo>	does not appear to be in DPL
Charter GT&C 21	2.3.1 Unless the context shall otherwise specifically require, and subject to Section 21, whenever any provision of this Agreement refers to a technical	2.3.1 Unless the context shall otherwise specifically require, and subject to Section 21, whenever any provision of this Agreement refers to a technical	Charter's language is most consistent with Arbitrator's Report
Wiltel GT&C 5	2.13.1 These General Terms and Conditions and all attachments and Appendices hereto (this Agreement), including subsequent amendments, if	2.13.1 These General Terms and Conditions and all attachments and Appendices hereto (this Agreement), including subsequent amendments, if	Wiltel's language is most consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Charter GT&C 40	14.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such	14.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law <b>and not otherwise controlled by tariff</b> , each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect	SBC's language is most consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>14.3 In the case of any Loss alleged or claimed by an End User of either Party, the Party whose End User alleged or claimed such Loss (the “Indemnifying Party”) shall defend and indemnify the other Party (the “Indemnified Party”) against any and all such Claims or Losses by its End User regardless of whether the underlying Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.  <u>The obligation to indemnify provided hereunder shall not limit any liability of the Indemnified Party directly to the Indemnifying Party that may exist in accordance with the terms hereof or Applicable Law.</u></p>	<p>14.3 In the case of any Loss alleged or claimed by an End User of either Party, the Party whose End User alleged or claimed such Loss (the “Indemnifying Party”) shall defend and indemnify the other Party (the “Indemnified Party”) against any and all such Claims or Losses by its End User regardless of whether the underlying Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.</p>	<p>Charter's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>14.6 CLEC shall reimburse SBC-13STATE for damages to SBC-13STATE's facilities utilized to provide Interconnection or Lawful UNEs hereunder caused by the <u>gross negligence or willful misconduct</u> of CLEC, its agents or subcontractors or CLEC's End User or resulting from CLEC's improper use of SBC-13STATE's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by any person or entity <u>at CLEC's direction and under CLEC's control</u> other than SBC-13STATE. SBC-13STATE <u>and CLEC will provide each other commercially reasonable cooperation</u> in prosecuting a claim against the person causing such damage.</p>	<p>14.6 CLEC shall reimburse SBC-13STATE for damages to SBC-13STATE's facilities utilized to provide Interconnection or Lawful UNEs hereunder caused by the negligence or willful <b>act</b> of CLEC, its agents or subcontractors or CLEC's End User or resulting from CLEC's improper use of SBC-13STATE's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by any person or entity than SBC-13STATE. <b>Upon reimbursement for damages, SBC-13STATE will cooperate with CLEC</b> in prosecuting a claim against the person causing such damage. <b>CLEC shall be subrogated to the right of recovery by SBC-13STATE for the damages to the extent of such payment.</b></p>	
Navigator GT&C 7	7.1 Limitation of Liabilities	7.1 Limitation of Liabilities	no apparent dispute

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>7.1.1 Except as specifically provided in Attachment 25 DSL-MO, the Parties' liability to each other during any Contract Year resulting from any and all causes, other than as specified below in Sections 7.3.1 and 7.3.6, following, <u>except</u> for willful or intentional misconduct (including gross negligence), will not exceed the total of any amounts charged to CLEC by SBC MISSOURI under this Agreement during the Contract Year in which such cause accrues or arises. For purposes of this Section, the first Contract Year commences on the first day this Agreement becomes effective and each subsequent Contract Year commences on the day following that anniversary date.</p>	<p>7.1.1 Except as specifically provided in Attachment 25 DSL-MO, the Parties' liability to each other during any Contract Year resulting from any and all causes, other than as specified below in Sections 7.3.1 and 7.3.6, following, <b>and</b> for willful or intentional misconduct (including gross negligence), will not exceed the total of any amounts charged to CLEC by SBC MISSOURI under this Agreement during the Contract Year in which such cause accrues or arises. For purposes of this Section, the first Contract Year commences on the first day this Agreement becomes effective and each subsequent Contract Year commences on the day following that anniversary date.</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Wiltel GT&C 12	13.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement, <u>but excluding</u> causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount SBC-13STATE or CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed.	13.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement <b>and</b> causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount SBC-13STATE or CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed.	SBC's language is most consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>13.8 This Section 13 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable.</p>	<p>13.8 This Section 13 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. <b>Both Parties acknowledge that alternate limitation of liability provisions potentially would alter the cost, and thus the price, of providing the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services available hereunder, and further acknowledge that no different pricing reflecting different costs and different limits of liability was agreed to.</b></p>	<p>Witel's language is most consistent with Arbitrator's Report</p>



Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Charter GT&C 38	11.1 Subject to the restrictions set forth in Section 20 and except as may be otherwise expressly provided in this Agreement, a Party (the "Auditing Party") may audit the other Party's (the "Audited Party") books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the date on which services were first supplied under this Agreement ("service start date") for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least <u>ten</u> percent (10	11.1 Subject to the restrictions set forth in Section 20 and except as may be otherwise expressly provided in this Agreement, a Party (the "Auditing Party") may audit the other Party's (the "Audited Party") books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the date on which services were first supplied under this Agreement ("service start date") for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least <b>five</b> percent (	Charter's language is most consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>11.1.2 Such audit shall be conducted by an independent auditor acceptable to both Parties. <u>The</u> ; Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.</p>	<p>11.1.2 Such audit shall be conducted by <b>the Auditing Party's employee(s) or an</b> independent auditor acceptable to both Parties; <b>provided, however, if the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. If an independent auditor is to be engaged, the</b> Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.</p>	<p>Charter's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>11.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 8.1 (depending on the SBC-owned ILEC(s) involved), for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.</p>	<p>11.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 8.1 (depending on the SBC-owned ILEC(s) involved), for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available. <b>If any audit results in a conclusion that the Audited Party has undercharged the Auditing Party, the Auditing Party shall within ten (10) business days following the conclusion of the audit pay any amounts that should have been, but were not, charged, as determined by the audit.</b></p>	<p>Charter's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	11.1.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent ( <u>10</u> %) of the aggregate charges for the audited services during the period covered by the audit.	11.1.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent ( <b>5</b> %) of the aggregate charges for the audited services during the period covered by the audit.	Charter's language is most consistent with Arbitrator's Report
MCI GT&C 8	13 AUDITS	13 AUDITS	no apparent dispute

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	13.1 Subject to restrictions regarding Proprietary Information set forth in this Agreement, a Party (Auditing Party) may audit the other Party's (Audited Party) books, records, data and other documents, as provided herein, two (2) times each Contract Year for the purpose of evaluating the accuracy of Audited Party's billing and invoicing. For purposes of this Section 13.1, "Contract Year" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.	13.1 Subject to restrictions regarding Proprietary Information set forth in this Agreement, a Party (Auditing Party) may audit the other Party's (Audited Party) books, records, data and other documents, as provided herein, two (2) times each Contract Year for the purpose of evaluating the accuracy of Audited Party's billing and invoicing. For purposes of this Section 13.1, "Contract Year" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.	no apparent dispute

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>13.2 The scope of any audit under this Section shall be limited to the services provided and purchased by the Parties and the associated charges, books, records, data and other documents relating thereto for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the Effective Date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit. Except as otherwise agreed upon by the Parties, such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than forty-five (45) calendar days after the start of such audit.</p>	<p>13.2 The scope of any audit under this Section shall be limited to the services provided and purchased by the Parties and the associated charges, books, records, data and other documents relating thereto for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the Effective Date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit. <b>Any audit under this Section shall be for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder.</b> Except as otherwise agreed upon by the Parties, such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be complete</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>13.3 As mutually agreed upon by the Parties, such audit shall be conducted by one (1) or more independent auditor(s). The Parties shall select such auditor(s) by the thirtieth day following Audited Party's receipt of a written audit notice. The Auditing Party shall cause the independent auditor(s) to execute a nondisclosure agreement in a form consistent with the Confidentiality requirements set forth below. Notwithstanding the foregoing, an Auditing Party may audit as provided herein more than two (2) times during any Contract Year if <b>(i)</b> the previous audit found previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least <u>one and one-half percent (1 1/2%)</u> of the amounts payable by Auditing Party for audited services provided during the period covered by the audit.</p>	<p>13.3 As mutually agreed upon by the Parties, such audit shall be conducted <b>either by the Auditing Party's employee(s) or</b> by one (1) or more independent auditor(s). <b>If the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. If an independent auditor is to be engaged</b> the Parties shall select such auditor(s) by the thirtieth day following Audited Party's receipt of a written audit notice. The Auditing Party shall cause the independent auditor(s) to execute a nondisclosure agreement in a form consistent with the Confidentiality requirements set forth below. Notwithstanding the foregoing, an Auditing Party may audit as provided herein more than two (2) times during any Contract Year if <b>(i)</b> the previous audit found previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least <b>five percent (5%)</b> of the amounts payable by Auditing Party for audited services provided during the period</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>13.4 Each Party shall bear its own expenses in connection with the conduct of the audit. Each audit shall be conducted on the premises of Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit, providing the auditor reasonable access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party's billing and invoicing. No Party shall have access to the data of the other Party, but shall rely upon summary results provided by the auditor. Audited Party may redact from the books, records and other documents provided to the auditor any confidential Audited Party information that reveals the identity of other Customers of Audited Party. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.</p>	<p>13.4 Each Party shall bear its own expenses in connection with the conduct of the audit. Each audit shall be conducted on the premises of Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit, providing the auditor reasonable access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party's billing and invoicing <b>and Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder.</b> No Party shall have access to the data of the other Party, but shall rely upon summary results provided by the auditor. Audited Party may redact from the books, records and other documents provided to the auditor any confidential Audited Party information that reveals the identity of other Customers of Audited Party. Each Party shall maintain reports, records and data relevant to the billing of any services that</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>



Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>13.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) for any overpayment promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by Audited Party, immediately compensate Auditing Party for such undercharge, in each case with interest at the lesser of (x) one and one-half (1 1/2%) percent per month and (y) the highest rate of interest (compounded daily) that may be charged under Applicable Law, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be. Notwithstanding the foregoing, MCIm shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by SBC MISSOURI to MCIm within six (6) months of the date</p>	<p>13.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) for any overpayment promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by Audited Party, immediately compensate Auditing Party for such undercharge, in each case with interest at the lesser of (x) one and one-half (1 1/2%) percent per month and (y) the highest rate of interest (compounded daily) that may be charged under Applicable Law, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be. Notwithstanding the foregoing, MCIm shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by SBC MISSOURI to MCIm within six (6) months of the date</p>	<p>no apparent dispute</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	13.6 <u>Intentionally Omitted</u>	13.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.	SBC's language is most consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>13.7 Any Disputes concerning audit results shall be referred to the Parties' designated representative(s) who have authority to settle the Dispute. If these individuals cannot resolve the Dispute within thirty (30) days of the referral, either Party may request in writing that one additional audit shall be conducted by an auditor acceptable to both Parties, subject to the requirements set out in this Audit Section. Such additional audit shall be at the requesting Party's expense. If the second audit fails to resolve the Dispute, the matter shall be resolved in accordance with the procedures set forth herein regarding Dispute Resolution.</p>	<p>13.7 Any Disputes concerning audit results shall be referred to the Parties' designated representative(s) who have authority to settle the Dispute. If these individuals cannot resolve the Dispute within thirty (30) days of the referral, either Party may request in writing that one additional audit shall be conducted by an auditor acceptable to both Parties, subject to the requirements set out in this Audit Section. Such additional audit shall be at the requesting Party's expense. If the second audit fails to resolve the Dispute, the matter shall be resolved in accordance with the procedures set forth herein regarding Dispute Resolution.</p>	<p>no apparent dispute</p>
<p>Navigator GT&amp;C 15</p>	<p>57.4 CLEC acknowledges that SBC MISSOURI may, upon End User request, provide services directly to such</p>	<p>57.4 CLEC acknowledges that SBC MISSOURI may, upon End User request, provide services directly to such</p>	<p>Navigator's language is most consistent with Arbitrator's Report</p>
	<p>End User similar to those offered to</p>	<p>End User similar to those offered to</p>	
<p>CC GT&amp;C 16</p>	<p>41.0 <u>Notice of Network Changes</u></p>	<p><b>41.0 <u>Notice of Network Changes</u></b></p>	<p>The CLEC Coalition's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>41.1 SBC MISSOURI agrees to provide CLEC reasonable notice consistent with applicable rules, of changes in the information necessary for the transmission and routing of services using SBC MISSOURI's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit SBC MISSOURI's ability to upgrade its network through the incorporation of new equipment, new software or otherwise <u>nor to limit CLEC's access to UNEs provided over those facilities.</u></p>	<p>41.1 SBC MISSOURI agrees to provide CLEC reasonable notice consistent with applicable <b>Network Disclosure rules (adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335)</b>, of changes in the information necessary for the transmission and routing of services using SBC MISSOURI's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit SBC MISSOURI's ability to upgrade its network through the incorporation of new equipment, new software or otherwise.</p>	<p>The CLEC Coalition's language is most consistent with Arbitrator's Report</p>
	41.2 Intentionally Omitted	41.2 Intentionally Omitted	no apparent dispute
CC GT&C 17	<u>41.3 General Change Management</u>	<b>41.3 General Change Management</b>	

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>41.3.1 <u>SBC MISSOURI will provide timely advance notification of changes to be in accordance with industry standards, based on the type of change, ranging from network or systems changes to process changes. Notification will be provided via email to designated CLEC contacts. SBC MISSOURI shall designate a qualified person who can be contacted by CLEC to provide clarification of the scope of the change and timeline for implementation. Either Party may request the assignment of project team resources for implementation of the change. Notwithstanding the foregoing, CLEC reserves its right to request changes to be delayed or otherwise modified where there is an adverse business impact on CLEC, with escalation through the dispute resolution process.</u></p>	<p>41.3.1 Intentionally Omitted</p>	<p>The CLEC Coalition's language is consistent with Arbitrator's Report</p>

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>41.3.2 <u>To the extent their resources permit, the Parties agree to participate in Industry User and Change Management forum and to work cooperatively to implement change with minimum disruption to established interfaces. Notwithstanding the foregoing, resolution and processes established in the User and Change Management forums which change the way the Parties operate under the Agreement are valid only when incorporated by amendment to the Agreement or as otherwise mutually agreed in writing by the Parties.</u></p>	<p>41.3.2 Intentionally Omitted</p>	<p>The CLEC Coalition's language is consistent with Arbitrator's Report</p>
<p>CC GT&amp;C 21</p>		<p><b>69. ENTIRE AGREEMENT</b></p>	<p>SBC's language is not consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	69.1 None	69.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties during the negotiations of this Agreement and through the execution and/or Effective Date of this Agreement. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.	SBC's language is not consistent with Arbitrator's Report
Charter GT&C 8	1.1.50 "Exchange Area" means an area established by a Party in accordance with	1.1.50 "Exchange Area" means an area defined by the Commission, for which a distinct local rate schedule is in effect.	SBC's language is most consistent with the Arbitrator's Report.
Charter GT&C 11	1.1.57 "Foreign Exchange" (FX) means	1.1.57 "Foreign Exchange" (FX) means	

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	a service whereby calls either originated by or delivered to a customer who has purchased FX service from the state or interstate tariffs of either Party. FX service can be either interLATA or intraLATA.	a service whereby calls either originated by or delivered to a customer who has purchased FX service from the state or interstate tariffs of either Party. <b>FX also includes, but is not limited to, FX-like services provided by either Party where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one</b>	SBC's language is most consistent with the Arbitrator's Report.
Charter GT&C 13	1.1.71 "IntraLATA Toll Traffic" means <u>Telephone Toll Service</u> between two locations within a <u>single</u> LATA.	1.1.71 "IntraLATA Toll Traffic" means <b>the IntraLATA traffic</b> between two locations within <b>one</b> LATA <b>where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.</b>	SBC's language is most consistent with the Arbitrator's Report.
Charter GT&C 14	1.1.81 "Local Calls" or "Local Traffic", is traffic <u>that constitutes Telephone Exchange Service.</u>	1.1.81 "Local Calls", <b>for purposes of intercarrier compensation,</b> is traffic <b>where all calls are within the same common local and common mandatory local calling area, i.e.,</b>	SBC's language is most consistent with the Arbitrator's Report.



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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		within the same or different SBC Exchange(s) that participate in the same common local mandatory local calling area approved by the	
Charter GT&C 15	1.1.84 "Local Number Portability" has	1.1.84 "Local Number Portability"	
	the same definition as "number portability" set out in 47 C.F.R. § 52.23(l).	means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).	SBC's language is most consistent with the Arbitrator's Report.
Charter GT&C 18a AND b	1.1.158 "Transit Traffic" is traffic that	1.1.158 Intentionally left blank	Charter's language is most consistent with Arbitrator's Report
	<u>either (a) originates on the network of a third party, is carried across the network of a Party, and is then delivered to the other Party for termination, or (b) originates on the network of a Party, is carried across the network of the other Party, and is then delivered to a third party for termination.</u>		
	1.1.103 "Out of Exchange Traffic" is defined as Local, Transit, or IntraLATA Toll Traffic to or from a non-SBC ILEC exchange area.	1.1.103 "Out of Exchange Traffic" is defined as local or IntraLATA Toll Traffic to or from a non-SBC ILEC exchange area.	SBC's language is most consistent with Arbitrator's Report

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Charter GT&C 28	4.13 This Agreement contains comprehensive OSS terms and conditions; however, CLEC represents and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to Lawful UNEs, resold services, Interconnection or other services covered by this Agreement, for which this Agreement contains explicit terms, conditions and rates.		no apparent dispute (not underlined)

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>4.14 4.14 <u>The Parties shall each fulfill their own obligations under this Agreement at their own expense, unless a rate for the performance of that obligation is specified herein. Neither Party may charge the other for any activity associated with the performance of its obligations under this Agreement in the absence of a specific rate. Internal administrative and related functions that a Party must perform or chooses to perform in the course of fulfilling its obligations hereunder shall be at that Party's sole expense except to the extent that a charge for such functions is expressly provided for in this Agreement or an Attachment hereto.</u> The Parties acknowledge and agree that they do not intend SBC-13STATE to provide Lawful UNEs or resold services (“products and services”) at no charge. Accordingly, if this Agreement is executed and/or approved by the Commission and the Parties later discover that a product or service (other than a Party’s internal administrative or related function) is included in this Agreement without an associated rate or charge, the Parties agree</p>	<p>4.14 4.14 The Parties acknowledge and agree that they do not intend SBC-13STATE to provide Lawful UNEs or resold services (“products and services”) at no charge. Accordingly, if this Agreement is executed and/or approved by the Commission and the Parties later discover that a product or service (other than a Party’s internal administrative or related function) is included in this Agreement without an associated rate or charge, the Parties agree that they will agree upon a rate or charge to include in this Agreement before the product or service is provided or performed. If the Parties cannot agree, either Party may pursue dispute resolution under the applicable provisions of this Agreement.</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>
<p>Charter GT&amp;C 41</p>	<p><u>18.3 Notwithstanding anything to the contrary in this Agreement, each Party shall have the right to use the other</u></p>	<p>None.</p>	<p>Charter's language is most consistent with Arbitrator's Report</p>

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**DP Issue: Section 1 - General Terms and Conditions**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Position</b>
	Party's name in truthful comparative		
Charter GT&C 42	24.1.2 If an End User notifies one Party that the End User requests local exchange service, and the other Party is such End User's LEC, then the Party	24.1.2 <b>Only an End User can initiate a challenge to a change in its LEC.</b> If an End User notifies one Party that the End User requests local exchange service.	Charter's language is most consistent with Arbitrator's Report
MCI GT&C 9	23 INTERVENING LAW		no apparent dispute

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>23.1 <u>In the event any legislative or administrative body of competent jurisdiction (including the FCC and the Commission) or any court of competent jurisdiction promulgates legally effective statutes, rules, regulations or orders which materially affect any provision of this Agreement or either Party's obligations under Applicable Law, then the Parties, upon the written request of either Party, shall negotiate promptly and in good faith in order to amend the Agreement in accordance with such statutes, rules, regulations or orders. In the event the Parties cannot agree on an amendment within sixty (60) days after the date of a written request to negotiate, then the Parties shall resolve their dispute under the applicable procedures set forth in Section 12 (Dispute Escalation and Resolution). Anything to the contrary in this Agreement notwithstanding, the Parties shall continue to comply with all obligations set forth in this Agreement during the pendency of any negotiations or dispute resolution pursuant to this Section 23.</u></p>	<p>23.1 Intentionally Omitted</p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	23.2 <u>The Parties agree that amendments to the rates and prices contained in this Agreement shall be subject to the requirements set forth in Sections 1.5 and 1.6 of Appendix Pricing.</u>	<b>23.2 Intentionally Omitted</b>	SBC's language is most consistent with Arbitrator's Report
	23.3 <u>Except as specifically set forth in this Agreement, the Parties do not waive their rights to pursue legal challenges or appeals of the statutes, rules, regulations and orders that form the basis for the provisions of this Agreement.</u>	<b>23.3 Intentionally Omitted</b>	SBC's language is most consistent with Arbitrator's Report
	23.4 <u>As provided in Section 45 of these general terms and conditions, any amendments to this Agreement must be in writing and signed by both Parties.</u>	<b>23.4 Intentionally Omitted</b>	SBC's language is most consistent with Arbitrator's Report

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	23.5 <u>Intentionally Omitted.</u>	23.5 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: the United States Supreme Court's opinion in <i>Verizon v. FCC</i> , et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in <i>United States Telecom Association, et al. v. FCC</i> , 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, <i>USTA v. FCC</i> 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order	SBC's language is most consistent with Arbitrator's Report
Navigator GT&C 1	None	Section 251 (c)(3) UNE	

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Navigator GT&C 2	1.8 <u>Intentionally Omitted</u>	1.8 Throughout this Agreement, wherever there are references to unbundled network elements that are to be provided by SBC MISSOURI under this Agreement, the Parties agree and acknowledge that their intent is for the Agreement to comply with Section 1.7 above, and require only the provision of section 251 (c)(3)UNEs, regardless of whether the term “ section 251 (c)(3)” is used as part of the reference to unbundled network elements.	SBC's language is not consistent with Arbitrator's Report
Navigator GT&C 5	4.8 <u>Intentionally Blank.</u>	4.8 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services,	SBC's language is most consistent with Arbitrator's Report



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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Navigator GT&C 8	7.3.4 <u>Intentionally Deleted</u>	7.3.4 CLEC acknowledges that its right under this Agreement to interconnect with SBC MISSOURI's Missouri network and to unbundle and/or combine SBC MISSOURI's section 251 (c)(3) Unbundled Network Elements (including combining with CLEC's network elements) may be subject to or limited by Intellectual Property rights (Intellectual Property means, including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.	SBC's language is most consistent with Arbitrator's Report
	7.3.5 <u>Intentionally Deleted</u>	7.3.5 The Parties acknowledge that on April 27, 2000, the FCC released its Memorandum Opinion and Order in CC Docket No. 96-98 (File No. CCBPol. 97-4), <i>In the Matter of Petition of MCI for Declaratory Ruling.</i>	SBC's language is most consistent with Arbitrator's Report

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	7.3.8 <u>Intentionally Deleted</u>	7.3.8 CLEC hereby agrees to release, indemnify and hold SBC MISSOURI harmless from and against all Damages arising out of, caused by, or relating to any Claim that CLEC's interconnection with SBC MISSOURI's network, or CLEC's use of SBC MISSOURI's section 251 (c)(3) Unbundled Network Elements, or unbundling and/or combining of SBC MISSOURI's section 251 (c)(3) Unbundled Network Elements (including combining with CLEC's network elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement violates or infringes upon any Third Party Intellectual Property rights or constitutes a breach of contract rights of Third Parties.	SBC's language is most consistent with Arbitrator's Report
Navigator GT&C 12	15.0 Notices	15.0 Notices	no apparent dispute

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>15.4 SBC MISSOURI communicates official information to CLECs via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues. <u>The parties acknowledge that the Accessible Letter Notification process in no way authorizes SBC Missouri to unilaterally change, revise, supercede, amend, modify or otherwise alter the provisions of this agreement.</u></p>	<p>15.4 SBC MISSOURI communicates official information to CLECs via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues</p>	<p>Navigator's language is most consistent with Arbitrator's Report</p>
Navigator GT&C 13	17.0 Force Majeure	17.0 Force Majeure	

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>Except as otherwise specifically provided in this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, labor disputes such as strikes and lockouts, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or excused from such performance depending on the nature, severity and duration of such Force Majeure Event (an</p>	<p>Except as otherwise specifically provided in this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement <b>(other than an obligation to make money payments)</b> caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, labor disputes such as strikes and lockouts, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or excused from such performance dependin</p>	

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Navigator GT&C 20	<no language>	<no language>	Navigator offered no language; SBC's position is most consistent with Arbitrator's Report
Sprint GT&C 4	None. Sprint submits that the SBC proposed Out of Exchange Appendix not be adopted as part of the final IAC.	<b>1.1.87 “Out of Exchange LEC” (OE-LEC) means «CLECLegalName» operating within SBC-13STATE’s incumbent local exchange area and provides telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC’s local exchange area.</b>	SBC's language is not consistent with Arbitrator's Report
		<b>1.1.88 “Out of Exchange Traffic” is defined as local, transit, or intraLATA traffic to or from a non-SBC ILEC exchange area.</b>	SBC's language is not consistent with Arbitrator's Report

Attachment I.A Detailed Language Decision Matrix

**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Sprint GT&C 5	1.1.99 "Routing Point" is a location which a Telecommunications Carrier has designated on its own network as the homing or routing point for traffic inbound to Telecommunication Service provided by the Telecommunications Carrier which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.	1.1.99 "Routing Point" is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to <b>Exchange</b> Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.	Sprint's language is most consistent with Arbitrator's Report
Sprint GT&C 7	1.1.138 " <u>Transit Traffic</u> " means <u>Telecommunications Traffic that originated on one Party's network, transited through the other Party's</u>	None	Sprint's language is most consistent with Arbitrator's Report

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Wiltel GT&C 1	WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of unbundled network elements purchased from other entity(ies) and the resale of Telecommunications Services of other carriers	WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of <b>Lawful</b> unbundled network elements purchased from other entity(ies) and the resale of Telecommunications Services of other carriers	Wiltel's language is most consistent with Arbitrator's Report

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>1.1.32 “Declassified” or “Declassification” means the situation where a network element, including a network element referred to as a Lawful UNE under this Agreement, <u>has been removed from this Agreement in accordance with Change of Applicable Law procedures in Section 21</u> ceases to be <u>subject to unbundling obligations</u> because it is no longer required by Section 251(c)(3) of the Act, as determined by <u>non-stayed</u> effective FCC rules and associated effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE <u>and has been removed pursuant to the Change of Applicable law provisions of this Agreement</u> may be referred to as “Declassified.”</p>	<p>1.1.32 “Declassified” or “Declassification” means the situation where a network element, including a network element referred to as a Lawful UNE under this Agreement, ceases to be <b>a Lawful UNE under this Agreement</b> because it is no longer required by Section 251(c)(3) of the Act, as determined by <b>lawful and</b> effective FCC rules and associated <b>lawful and</b> effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may <b>also</b> be referred to as “Declassified.”</p>	<p>Witel's language is most consistent with Arbitrator's Report</p>
	<p>1.1.63 None</p>	<p><b>1.1.63 “Lawful,” when used in relation to unbundling, unbundled network elements, network elements and/or UNEs or activities involving UNEs, means required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.</b></p>	<p>SBC's language is not consistent with Arbitrator's Report</p>



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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>2.12.1.3 The underlying Interconnection Agreement sets forth the terms and conditions pursuant to which <b>SBC-12STATE</b> agrees to provide CLEC with access to Lawful unbundled network elements under <u>Applicable Law</u>, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in <b>SBC-12STATE's</b> incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that <b>SBC-12STATE</b> is only obligated to make available Lawful UNEs and access to Lawful UNEs under <u>Applicable Law</u>, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in <b>SBC-12STATE's</b> incumbent local exchange areas. <b>SBC-12STATE</b> has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale, to CLEC for the purposes of CLEC providing and/or extending service outside of <b>SBC-12STATE</b> incumbent local exchange areas. In addition, <b>SBC-12STATE</b> is not obligated</p>	<p>2.12.1.3 The underlying Interconnection Agreement sets forth the terms and conditions pursuant to which <b>SBC-12STATE</b> agrees to provide CLEC with access to Lawful unbundled network elements under <u>Applicable Law</u> <b>Section 251(c)(3) of the Act</b>, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in <b>SBC-12STATE's</b> incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that <b>SBC-12STATE</b> is only obligated to make available Lawful UNEs and access to Lawful UNEs under <u>Applicable Law</u> <b>Section 251(c)(3) of the Act</b>, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in <b>SBC-12STATE's</b> incumbent local exchange areas. <b>SBC-12STATE</b> has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale, to CLEC for the purposes of CLEC providing and/or extending service outside of <b>SBC-12STATE's</b> incu</p>	<p>Witel's language is most consistent with Arbitrator's Report</p>

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	2.12.1.4 Throughout this Agreement, wherever there are references to unbundled network elements that are to be provided by <b>SBC-12STATE</b> under this Agreement, the Parties agree and acknowledge that their intent is for the Agreement to comply with Section 2.12.1.3, above	2.12.1.4 Throughout this Agreement, wherever there are references to unbundled network elements that are to be provided by <b>SBC-12STATE</b> under this Agreement, the Parties agree and acknowledge that their intent is for the Agreement to comply with Section 2.12.1.3, above , <b>and require only the provision of Lawful UNEs, regardless of whether the term “Lawful” is used as part of the reference to unbundled network elements.</b>	Wiltel's language is most consistent with Arbitrator's Report
Wiltel GT&C 2	1.1.68 “ <b>Local Calls</b> ”, for purposes of intercarrier compensation, is traffic where all calls are within the same <u>Local Access Transport Area, or LATA</u> . Local Calls must actually originate and actually terminate to parties physically located within the <u>LATA</u> .	1.1.68 “ <b>Local Calls</b> ”, for purposes of intercarrier compensation, is traffic where all calls are within the same <b>common local and common mandatory local calling area , i.e., within the same or different SBC Exchange(s) that participate in the same common local mandatory local calling area approved by the applicable state Commission.</b> Local Calls must actually originate and actually terminate to parties physically located within the same <b>common local or common mandatory local calling area.</b>	SBC's language is most consistent with the Arbitrator's Report.

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Witel GT&C 3	2.12.1.1 the specific operating area(s) or portion thereof in which SBC-13STATE is then deemed to be the ILEC under the Act (the "ILEC Territory"), and <u>where</u> the CLEC is operating and offering service to End Users identified to be residing in such ILEC Territory; and	<b>2.12.1.1</b> the specific operating area(s) or portion thereof in which SBC-13STATE is then deemed to be the ILEC under the Act (the "ILEC Territory"), and <b>only to the extent that</b> the CLEC is operating and offering service to End Users identified to be residing in such ILEC Territory; and	SBC's language is most consistent with the Arbitrator's Report.

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**DP Issue: Section 1 - General Terms and Conditions**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Wiltel GT&C 13	<p>21.1 <u>Notwithstanding anything to the contrary in this Agreement, and for the avoidance of doubt as to the Parties' intent with regard to the effect upon the Parties' rights and obligations under this Agreement upon the occurrence of any change in Applicable Law, the Parties agree to implement any such change in Applicable Law (including as applicable to a Declassified network element) in accordance with this Section 21.1.</u> Except to the extent that <b>SBC-13STATE</b> has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an <b>SBC-13STATE</b> state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to <b>SBC-Connecticut</b>'s right to exercise its option at any time to adopt on a date specified by <b>SBC-Connecticut</b> the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state</p>	<p>21.1 <b>In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: <i>Verizon v. FCC, et. al</i>, 535 U.S. 467 (2002); <i>USTA, et. al v. FCC</i>, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, <i>USTA v. FCC</i>, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's</b></p>	<p>SBC's language is most consistent with Arbitrator's Report</p>

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<p>21.2 <u>In the event that an applicable state Commission issues a ruling in any Section 251 arbitration proceeding pertaining to an issue that is identical to an issue that either Party wishes to address under this Agreement, either Party may notify the other Party in writing of its desire to amend the Agreement to address such issue. In such event, and notwithstanding anything to the contrary herein, the Parties agree and stipulate that the 30<sup>th</sup> day after such written notice is given by a Party shall be deemed the end of the 135-day negotiation period required under Section 252(b)(1). This provision shall only apply, however, to the extent that a Party desires to amend the Agreement with terms that are specifically on point to the issue(s) decided by the Commission in such arbitration, and nothing more.</u></p>	<p>21.2 None</p>	<p>Witel's language is not consistent with Arbitrator's Report</p>